

**COLLECTIVE BARGAINING
AGREEMENT
Between The
CITY OF AURORA
And The
ASSOCIATION OF PROFESSIONAL
POLICE OFFICERS (APPO)**

January 1, 2017 to December 31, 2019

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ARTICLE 1 - PREAMBLE

This agreement entered into by the City of Aurora, Illinois, hereinafter referred to as the "City" and the Association of Professional Police Officers, Inc., hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION AND UNION SECURITY

Section 2.1 Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work and conditions of employment for all of its full-time employees in the Aurora Police Department in the classification of Police Patrolman hereinafter referred to as "Employees".

All probationary employees are expressly excluded from certain Articles of this Agreement as hereinafter provided. The probationary period for the new employees shall start at hire and continue for a period of eight (8) months from the date of the employee's release from the Field Training and Evaluation Program.

The City has adopted a certain position classification and pay ordinance. The parties hereto do mutually agree that the Union shall not be included in this ordinance for any purpose whatsoever except for the purpose of job classification, it being the intention of the parties that the Union shall continue to negotiate for raises of pay based on longevity, working conditions, etc.

Section 2.2 Union Membership

Employees are not required to join the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its various aspects, including, but not limited to, all rights and Authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is 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 the operations or services to be conducted in or at the Police Department or by employees of the City; to assign employees to various positions within the department; to hire, promote, demote, suspend, discipline, or discharge for just cause, within the statutes and ordinances in such case made and provided; to make and enforce rules and regulations; to change methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE 4 - CHECK OFF

The Union will supply all the necessary papers for check off upon mutual agreement between the City and the Union.

The City shall check off Union dues from employees covered by this Agreement on presentation of check off authorization cards, voluntarily and individually authorized, or as herein before is required by Article 2, from the Secretary or Treasurer in accordance with law. The City will then deduct such dues in the amount certified to the City by the Secretary or Treasurer of the Union, and send to the Union such dues as certified by the Secretary or Treasurer of the Union.

The Union shall indemnify the City and its elected officials, employees and agents, pay the costs of the City's defense, 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 the provisions of this Article.

New employees may voluntarily sign check off authorization and application blanks upon receiving employment. After thirty (30) days of employment, the City shall process each new employee in accordance with this Article. The Union shall supply the City with all necessary forms.

There shall be one copy of the check off sheet sent to the Union. All money so deducted shall be paid on or before the last day of each month. The City request form is identified in Appendix F.

ARTICLE 5 - HOURS OF WORK

Section 5.1 Application

The parties recognize the right of the City to assign personnel, set work schedules, and to promote the efficiency of municipal government, all within the context of the various terms of this Agreement.

The parties agree that one of the purposes of this Article is intended to define the work day and week for the basis of calculations and payment of overtime.

The parties agreed to implement a permanent shift plan of three (3) eight (8) hour shifts within the entire Police Department, which plan is based upon seniority. The parties also agree that there are specialized units also comprised of 8 hour shifts.

Shift staffing for the following year shall be posted no later than November 15th of the current year.

Section 5.2 Work Week

The work week shall constitute forty (40) hours. All time over eight (8) hours per day and forty (40) hours per week shall be overtime. See Section 5.8 for overtime.

Section 5.3 Regular Hours

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

Section 5.4 Regular Days Off

Regular Days Off (RDO) shall be selected by seniority for time of service within the employee's work unit and each shift within each work unit. Employees shall not select RDOs with any other rank or classifications (e.g. civilians).

An employee who voluntarily transfers will not take his/her previously selected days off with him/her and will not bump less senior employees. The employee shall select from the RDOs that are available. See also section 6.2 Selecting Time Off for similar rule regarding voluntary transfers and time off.

Section 5.5 Meal Periods

All employees shall be granted a reasonable time during each work shift for lunch periods, generally considered to be approximately one-half (1/2) hour from the time an employee arrives at his/her designated location.

Section 5.6 Adjustable Work Schedules (Flex Time)

A. Generally

All employees not in one of the three uniformed patrol shift assignments of the Bureau of Neighborhood Policing (does not include Canine Officers, Traffic Officers or Community-Oriented Policing Officers – officers assigned to those sections/units may flex) may be requested by the City to adjust their work hours. The City's request to adjust an employee's hours will be dependent solely on operational needs, and would be solely on a voluntary basis. Requests to adjust work schedules by either the employee or the city will be made no later than twenty-four (24) hours prior to the time which is requested to be adjusted, unless agreed upon by both parties.

Further, an employee subject to such adjustable work hours may also request to adjust his/her hours for personal reasons, whenever manpower permits with approval of their shift supervisor.

Further details of the adjustable work schedule shall be determined by the city/employee committee in order to establish the hours and goals in accordance with the mission statement of the Police Department and the concept of community oriented policing.

B. Early Car

To effectively utilize manpower levels during traditional shift changes, early car assignments for patrol will be one (1) hour before traditional reporting times.

C. General Assignment Investigations Section Days Off

Employees assigned to first and second shift General Assignment Investigations Section shall have Saturday and Sunday off, however, in order to have sufficient coverage in first and second shift General Assignment Investigations Section on Saturdays and Sundays at least two employees from that section shall work "weekend duty." Each employee on each shift shall perform weekend duty a sufficient number of times to ensure coverage.

Selection of weekend duty shall be based on seniority and completed once vacation picks are done. At the time the employee is selecting his/her weekends the employee shall select alternate Days Off. Employees may change their alternate days off if done so with a minimum of seven day notice of the scheduled days off, or unless agreed upon by both parties.

During the first round, each employee shall select half of the weekends they will be assigned to work, choosing only one weekend per month. If the number of weekends an employee is scheduled to work is an odd number, the employee shall pick the larger number (e.g. employee must pick nine weekends, they will pick five during first round). This process will continue until all weekend duty positions are filled. Employees, when feasible, shall attempt to choose one weekend per month.

If an employee chooses to exchange with themselves on a weekend, or part of a weekend, in exchange for an alternate days off during the upcoming work week, that employee shall be considered as a part of the shift. Either of the two employees originally assigned to work that weekend duty may use paid time off for the day(s). If however, the exchange days are for a purpose other than to work on the shift (e.g. training) employees may not take paid time off.

Employees shall not use any paid time off (e.g. compensatory time, designated holiday, floating holiday, vacation time, etc.) during their duty weekend unless a third employee has flexed and is working the shift.

If an employee is on restricted duty, workers compensation, or extended sick leave during their scheduled weekend duty s/he shall make every reasonable effort to find a replacement for his/her weekend duty. If unable to locate a replacement s/he shall immediately contact an Investigation Division supervisor. After the supervisor has tried to find a volunteer to fill the shift s/he (supervisor) shall schedule an employee, with seven day notice using the reverse seniority list. This is an additional weekend duty assignment and not hired as an overtime assignment. The reverse seniority list shall be maintained by the Investigations Division and assignments made from it shall be evenly allocated amongst the employees.

The City, in unusual circumstances or under 7 days, may hire an employee at overtime in lieu of making use of the reverse seniority list. If the City is unable to hire an employee, the City will then use the reverse seniority list.

In the event an employee is transferred from the Investigations Division during the year the newly assigned employee shall assume the weekend(s) duty vacated by the transferring employee.

Section 5.7 Exchange Days (A-Day)

It is further agreed that all employees shall have the right to exchange days off with another employee upon one (1) day (twenty-four (24) hours) written notice to their immediate supervisors. The 24-hour notice may be waived if mutually agreed upon among the two employees and a supervisor.

If an employee misses an exchange day on two (2) occasions in a twelve (12) month period, s/he shall lose the right to exchange for a subsequent twelve (12) month period. However, an employee shall not be penalized for missing an exchange day when the absence is caused by Family Medical Leave Act (FMLA), Workers Compensation, Family Sick Leave or Death Leave. Employees, though not penalized for missing an exchange day for missing for one of the above reasons, must make up the date based on need of the police department.

In the event an employee is off work due to extended illness or injury for seven (7) calendar days or more, the City, may cancel any and all scheduled exchange days involving the employee for the length of said injury or illness. The city shall, with at least seven calendar days' notice, notify both affected employees and the Union of such cancelation.

Employees shall not schedule additional exchange days or accept shift overtime until days owed to the shift are made up.

Employees must be within the same work unit, but do not have to be on the same shift. For example, a patrolman cannot exchange days off with an evidence technician. However, reasonableness needs to be used when determining exchange days. For example, at the end of the year when a detective is known to be returning to patrol s/he may trade with a patrolman and the A-Day owed to the investigator exchanged when s/he returns to the shift.

The purpose of the exchange day program is to solely trade a shift (day for a day) with another employee in order to have a day off.

An employee who has scheduled exchange days who knows that they are not going to be able to fulfill those days due to leave time shall notify a supervisor from the affected shift as soon as it is known.

Section 5.8 Overtime Earning

A. Generally

All overtime work must be authorized by the Police Chief or his/her designate.

The overtime rate of pay shall be one and one-half (1-1/2) times the employee's hourly rate of pay. The straight time rate of pay shall be the employee's hourly rate of pay. The regular straight time hourly rate of pay shall be computed by dividing the employee's annual salary by 2080 hours.

Except when required for an employee to rectify his/her own error or omission, overtime shall commence to run immediately after the employee's duty day, and shall be figured to the next nearest quarter hour.

Any employee called to work outside his regular shift shall be paid a minimum of three (3) hours at the overtime rate. Except when called to court (Section 18.1), any employee called to work within 1.5 hours prior to his regularly scheduled shift shall not receive the minimum pay, but shall be paid at the overtime rate for time actually worked.

Overtime can be taken as either cash payment or as compensatory time. Any compensatory time not taken in cash will carry over to the next calendar year.

Employees must enter all overtime hours and extra jobs worked within fifteen (15) days of the date the overtime hours are worked.

Employees shall be able to print overtime receipts.

Employees also earn overtime through extra duty pay, see Article 18.

B. Regular Overtime Hiring

Overtime shall be made available, except under short notice hiring circumstances (as described herein), by utilizing a rotating seniority list of employees. The City shall make available to the employees a computerized system whereby each employee will be allowed to designate his / her availability for overtime for specific dates and shifts.

Employees who are off duty due to paid time off or compensatory time are ineligible for overtime assignments on their shift. Employees are eligible to work voluntary overtime on other shifts on such days.

C. Short Notice Hiring

Short notice hiring shall constitute any overtime hiring within four hours prior to the shift for which overtime is needed. Under short notice hiring the computerized rotating seniority list of employees need not be utilized. However, there shall be a short notice hiring report made on the computer system to document the reason for the short notice hiring.

D. Special Circumstances Hiring

Special circumstances may require manpower beyond the limits of normal overtime hiring. In such instances the City will advise the Union of the special circumstances and the necessity for additional manpower. In such situations an entire shift may be held over or an entire shift may be called in early to ensure proper staffing. Normal overtime hiring procedures will not be utilized for these special circumstances. For purposes of this section, special circumstances shall be limited to situations where either short notice or other unforeseen circumstances has made normal overtime procedures impractical (e.g. natural disasters, national and political figures & major incident).

E. Pay for Reporting Time

It is required of every employee covered by this Agreement that s/he report to duty twenty (20) minutes before the start of his/her shift. This requirement is due to the law enforcement nature of police work, and applies not only to employees assigned to patrol duties but to all functions and divisions. The time is utilized for transfer and distribution of previous shift information, assignments and equipment, and also for training and in-service education. Said reporting time shall be paid at the overtime rate for reporting time actually worked and shall not be figured to the next nearest quarter.

Effective 1-1-19, each employee will receive a reporting time stipend payable in the first payroll period in March equivalent to that officer's current overtime rate times 80 hours. The last sentence in the paragraph above ("Said reporting time shall be paid...") will be eliminated.

The City reserves its management right to eliminate or modify the reporting requirement set forth herein. The Union reserves its right to bargain over the impact and effects of such exercise.

F. Off-Duty Contact

The city agrees to pay one-half (1/2) hour at the employees straight time rate when an employee is contacted off duty for information by a sergeant, lieutenant, commander, deputy chief or chief (or person directed by them), except if such call is to correct employee's own error.

G. Pyramiding

Employees shall not receive pay for more than one activity at the same time. When two minimum periods overlap, an employee shall not be paid twice for the same hours. This paragraph does apply to Section 18.1 Court Time.

Employees shall not knowingly / intentionally turn in time off prior to an activity for the purpose of obtaining additional compensatory time.

Employees shall not knowingly / intentionally flex to earn additional overtime.

ARTICLE 6 - TIME OFF

Section 6.1 Time Off Available

There are multiple time banks including, Designated Holidays Time, Prior Year Holiday Time, Floating Holiday Time, Vacation Time and Compensatory Time.

The employer shall allow the following manpower percentages off on any type/combination of paid time off and/or compensatory time per day, per shift within the listed work unit.

12% of 1st, 2nd and 3rd shift patrol division
10% of 1st and 2nd shift traffic section
17% of 2nd shift community-oriented policing section
31% of 1st and 2nd shift general assignment investigation section
40% of 1st shift domestic violence reduction unit
10% of 1st, 2nd and 3rd shift evidence section
100% of school resource officers
15% of special operation division
100% of task force officers
10% of training section

12% of the canine unit (regardless of shift)

For the three uniform patrol shifts any available time off slot over five shall be considered as paid time off or compensatory time and not a part of the vacation / Personal Vacation Day vacation picks. However, no more than five employees may be allowed off on July 4th and December 31st.

For the investigations section, an additional compensatory / vacation spot will be authorized for the week that includes Independence Day, Thanksgiving Day and Christmas Day.

When calculating percentages the remainder will always round up to the nearest whole person. For example, a shift with 51 officers assigned would allow 6.12 officers which would be rounded up to 7.

The calculation shall be done when shift schedules are set for the following year just prior to shift picks (section 5.1). All authorized positions shall be accounted for when calculating the number allowed off.

Section 6.2 Selecting Time Off

Employees shall select vacation periods each calendar year on a seniority basis. An employee shall be entitled to select the maximum number of weeks of vacation to which s/he may become entitled according to the number of years s/he will complete during the calendar year for which s/he is choosing vacation.

The vacation pick schedule shall be posted no later than December 1st with picks to be completed within seven (7) days and the vacation schedule posted within seven (7) days thereafter.

Personal Vacation Days (PVD) may not be included in regular vacation picks. They must be taken separately as approved. However, after all vacation picks have been taken, an employee may select his / her PVD in conjunction with his/her vacation provided a slot is available.

After vacation weeks and PVDs are chosen any remaining slots shall be filled by other Paid Time Off (PTO) and Compensatory Time (CT) requests on a first come basis. The City, after consultation with Payroll Division and the Union, shall set a date and time for each shift to enter PTO and/or CT for any available dates. This event shall be scheduled for the Monday following shift change at the beginning of the year. Employees on the first date must enter time for a minimum of four (4) hours for this event. The City will make available a sufficient number of computers for each employee to enter his/her time off.

For the remainder of the calendar year any open slot not previously filled by vacation, paid time off or compensatory time shall be filled on a first come basis.

An employee who voluntarily transfers will not take his/her previously selected time off with him/her and will not bump less senior employees. The employee shall select from the vacations / time off that is available. See also section 5.4 Selecting Regular Days Off for similar rule regarding voluntary transfers and selecting days off.

The lieutenant may, at his/her discretion, allow additional employees off for time off of less than a full shift and/or beyond what is stipulated in Section 6.1.

Section 6.3 Vacation Bidding if a Vacation is Pulled

If a vacation week comes available during the year the City shall post the week for a minimum of 14 days to be made available on a seniority basis. A vacation slot which becomes available less than 21 days prior to the scheduled vacation shall not be subject to posting and may be filled on a first come basis.

ARTICLE 7 - HOLIDAYS

Section 7.1 Designated Holidays

The following shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Each employee shall receive 132 hours of time added to his/her designated holiday time bank. Employees shall receive the time in twelve (12) hour increments on the date of the designated holiday.

Upon or following said holidays, each employee may elect to submit a request for designated holiday time off or for pay.

Use of designated holiday time off is described in Article 6. Designated holiday time must be taken in eight or four hour increments. Designated holiday time may be carried forward for time only from date of issuance to December 31st of the following calendar year. Designated holiday time from the current year that was not used will be moved into a prior year designated holiday time bank. At the end of the year any unused prior year designated holiday time shall be forfeited.

In order to be eligible for designated holiday time, an employee must have been employed more than thirty (30) calendar days.

The computerized system for designated holiday time shall include a paper receipt for the employee.

Section 7.2 Floating Holidays

Each employee who has successfully completed his / her probationary period shall receive 24 hours floating holiday time added to their floating holiday time bank on January 1st of each year. Floating holiday time may be taken at the discretion of the employee on a "first come, first serve" basis. Use of floating holiday time is described in Article 6. Floating holidays shall not carry over to the following year. If not taken within the calendar year the time is forfeited. Floating holidays cannot be redeemed for cash.

ARTICLE 8 - VACATIONS

Section 8.1 Eligibility and Allowance

Every employee shall be eligible for paid vacation after one (1) year of service with the City. Employees shall start to earn vacation allowances as of their date of hire.

Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

Service Requirements

	<u>Vacation Period Earned</u>	<u>Personal Vacation Days</u>
1 year through 5 years	2 weeks	
Beginning of 6 years through 15 years	3 weeks	-0-
Beginning of 16 years	4 weeks	1 day
Beginning of 17 years	4 weeks	2 days
Beginning of 18 years	4 weeks	3 days
Beginning of 19 years	4 weeks	4 days
Beginning of 20 years	4 weeks	5 days

Beginning of 21 years and thereafter 5 weeks, one (1) week of which may be taken one (1) day at a time.

An employee shall be eligible for one (1) Personal Vacation Day (PVD) during the calendar year in which his/her 16th anniversary shall occur and one (1) additional day per year in subsequent years through his/her 20th year. These PVDs must be taken in the calendar year. PVDs not utilized in the calendar year shall be paid in cash at the end of the calendar year.

Section 8.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay.

Section 8.3 Vacation Buy-Back

Employees who by length of continuous service are entitled to three (3) or more weeks of vacation may request that any amount of time over two (2) weeks be paid at straight time in lieu of time off. Provided, however, employees who are selling back vacation time pursuant to the above must indicate their intent, in writing, at least twenty-one (21) days prior to the scheduled vacation. The City will pay said request no later than the first full payroll period after the request, or at a mutually agreed upon date, in writing, between the City and Employee. Further, pay in lieu of vacation must be in increments of forty (40) hours only.

ARTICLE 9 - SICK LEAVE / WORKERS COMPENSATION

Section 9.1 Illness or Non-Work Related Injury

Each employee shall receive up to a maximum of 1,440 hours of sick leave at his/her regular pay rate per separate illness / non-work related injury. However, no employee shall be eligible to receive paid sick leave if the injury occurred while engaged in an occupation or employment other than with the Aurora Police Department.

An employee off work from the Department for illness or injury who is found to have reported for work at his/her part-time job shall be subject to disciplinary action.

Return to duty shall be determined pursuant to Section 9.4.

At the end of each calendar quarter, the City will provide the Union with individual employee sick leave usage reports in a cooperative and mutual effort to prevent any and all possible abuse situations, whether by incidences of absence or time off enhancement.

Section 9.2 Extended Illness / Injury

In the event an employee is off work due to an extended illness or injury, the employee shall provide the City a doctor's report documented on a Duty Status Report every thirty (30) days as to his/her prognosis and anticipated return to work date. The yellow form shall be given directly to the employee's supervisor or Administrative Services Lieutenant. The employee shall place the white copy in a sealed envelope and the supervisor shall forward it to Human Resources.

When any employee exhausts his/her sick leave, such leave may be extended at the approval of the Police Chief upon application in writing by such employee. Approval of such extension shall not be unreasonably withheld and if denied, a written explanation will be provided. Further, notification of such approval and any extension shall be delivered by the Police Chief to the Human Resources Department.

Section 9.3 Work-Related Injury

Each employee shall receive pay for a period of time for work-related injury leave following the date of injury in accordance with the Public Employee Disability Act (PEDA). However, no employee shall be eligible to receive paid injury leave if the injury was contracted or incurred while engaged in an occupation or employment other than with the Aurora Police Department.

An employee off work from the Department for workers compensation who is found to have reported for work at his/her part-time job shall be subject to disciplinary action.

Section 9.4 Return to Full or Limited Duty

A. Following Non-Work Related Illness / Injury

When an employee is off for illness or injury, his/her attending or treating physician or medical provider shall determine his/her ability to return to full or limited duty, unless an IME was performed and states otherwise. A chiropractor shall not be considered a medical provider for purposes set forth in this Section. Any employee who is off work for three days or more must obtain a release, documented on the Duty Status Report, from his/her treating or attending physician or medical provider before returning to duty.

No employee shall be ordered by the Police Chief to return to full or limited duty unless and until s/he has obtained a release by his/her physician or medical provider. However, the Police Chief shall have the right to have an Independent Medical Examination (IME) performed by a physician or medical provider on the employee to determine his/her fitness for full or limited duty. The Police Chief shall make application to the Human Resources Director for the IME.

The Human Resources Director shall select the physician or medical provider and shall receive the results of such examination in his/her office. This report shall be maintained in the Human Resources Department only. No reproductions are to be made nor maintained in the Police Department. However, the Police Chief or his/her designee shall have access to review the report with the Human Resources Director or his/her designee. The qualifications of the employee's treating or attending physician or medical provider shall determine the minimum qualifications of the independent medical provider designated by the city. As example, if the employee is treated by a psychologist the city may utilize a psychologist for the independent exam. However, the city reserves the right to utilize someone with higher qualifications such as a medical doctor. In the event of conflicting opinions, a third physician or medical provider, selected by the employee's attending physician or medical provider, shall render a controlling opinion. The doctor shall not work in the same medical firm as the employee's doctor. However, for large medical groups (e.g. DuPage Medical Group with 300 doctors) the employee may use a doctor from the same medical firm as long as there is no conflict (e.g. the second opinion is not from a subordinate doctor, a supervisory position, or from the same office). The third physician's or medical provider's expense shall be paid by the City.

Fairness requires that the third doctor (controlling opinion) diagnosis occur in a prompt and timely manner. Therefore, unless otherwise mutually agreed in writing and for good cause, the IME to be done by the third physician or medical provider for the controlling opinion shall comply with the following time requirements: 1) the request shall be made within 10 calendar days after the Human Resources Director receives the report of the first IME and 2) the appointment shall be scheduled within 14 calendar days after notice of request is received; and 3) the IME report shall be delivered to the parties within 14 calendar days after the appointment subject to limitations of the attending doctor. The physicians or medical providers involved in this process shall be notified of these time requirements.

Any contacts with the doctor from the City will be by the Human Resources Department, and not by Police Department personnel.

B. Following Work Related Injury

When an employee is off work for workers compensation, his/her attending or treating physician or medical provider shall determine his/her ability to return to full or limited duty. The employee shall receive a release from his/her physician, or medical provider, documented on the Duty Status Report, before returning to full or limited duty. However the City has the authority to send the employee for an Independent Medical Examination. The IME procedures shall be controlled by the Illinois Workers Compensation Act requirements not by section 9.4A.

Any contacts with the doctor from the City will be by the Human Resources Department, and not by Police Department personnel.

Section 9.5 Limited Duty

The City and Union agree that the safety, health and well-being of its employees is of primary importance. To that end, in the event of a valid illness or injury, whether on or off the job, return to normal job duties shall be based on the provisions of this Article.

There may be times when an employee cannot perform all the functions of an employee but may be considered eligible for limited duty, if available; provided, however, such duty meets the approval of the employee's attending physician. The City may require any employee to return to work on a limited duty basis. Any disputes regarding an employee's ability to perform limited duty shall be resolved in accordance with Section 9.3A if event was non-work related or 9.3B if event was work related.

For the purpose of this section, limited duties should be defined as duties which are within the realm of the Aurora Police Department function, but at a time when an employee, due to disability, cannot perform all normal police duties. The following assignment guidelines shall be adhered to when applying the limited duty provision:

1. No employee shall be allowed to perform limited duty unless or until s/he has received permission of his/her attending physician, or the IME concludes that the employee can perform limited duty.
2. While on such limited duty the police chief may reassign an employee to a shift other than the employee's normal work shift.
 - a. If the reason for the light duty is work related, the employee shall continue to receive shift pay for the employee's regularly assigned shift.
 - b. If the reason for the light duty assignment is non-work related, the employee shall receive shift pay based upon the shift actually worked.
3. Any change in days off shall be by mutual agreement.
4. Available limited duty shall be assigned on a "first come, first serve" basis.
5. While on limited duty assignment, an employee must be performing substantive duties.
6. While on limited duty an employee shall not engage in any inside or outside duty requiring performance of law enforcement responsibilities which require the employee to wear a police uniform.
7. An employee shall testify at all hearings and trials while performing limited duties.
8. Limited duty shall be considered temporary in nature.
 - a. If the limited duty assignment was due to a non-work related matter the limited duty

assignment shall continue for no longer than three (3) months. Limited duty shall not be counted as sick leave.

- b. If the limited duty assignment was due to work related matter the limited duty, at the discretion of the Police Chief and the Human Resources Director, may be extended for two years from the date of the duty-related injury. There must be a release by the employee's attending physician and there must be valid documentable medical reasons for the extension.
9. The parties agree that no permanent inside jobs will be eliminated by using limited duty personnel.
10. The parties hereto shall together create a form or set of forms to be completed by the employee's attending physician or other physicians which will clearly indicate that the subject employee is able and released to perform limited duty service.
11. Refusal by the employee to perform limited duty assignments may result in disciplinary action against the employee.
12. Employees on Limited Duty shall attend department training when applicable to 18.2A (overtime) if it does not require a change to their light duty shift and does not violate a doctor's restriction. Officers may voluntarily flex to attend departmental training as long as it does not violate their restrictions. Officers on limited duty shall not earn overtime when attending department training under 18.2. Officers may attend outside training as long as it does not violate their doctor's restrictions and does not incur overtime.

Section 9.6 Reporting and Treatment of Injuries While on Duty

An employee shall report immediately to a supervisor any injury or illness suffered while on duty and in no event later than 24 hours following the injury. The employee shall explain the nature of the injury or illness and how it occurred.

All employees are covered by the Illinois Worker's Compensation Act. The coverage extends to injuries or illnesses arising out of or in the course of employment. The Act imposes certain obligations on the City to provide medical care to injured employees. Failure or refusal by the employee to comply with the provisions of this section may result in delay or denial of benefits under the Worker's Compensation Act.

In cases of work-related injuries or illnesses the employee shall be required to choose one of the following:

1. The employee shall be taken, or shall take themselves to Presence Occupational Health for purposes of evaluation. A written report of the evaluation will be prepared by Presence Occupational Health and sent to the City's Human Resources Director. After evaluation by Presence Occupational Health the employee shall deliver a completed Duty Status Report form to their supervisor immediately following the appointment and/or prior to returning to full or limited duty.
2. The employee shall obtain an initial evaluation and treatment by the physician, surgeon and hospital of his/her choice at the City's expense, subject to the limitations of the Illinois Worker's Compensation Act. In such circumstances, the employee must have said medical provider complete a Duty Status Report form which the employee must then deliver to his/her supervisor immediately following the appointment and/or prior to returning to full

or limited duty.

For emergency medical treatment, the employee shall be transported to the nearest hospital. If the emergency room physician releases the employee to full duty without restrictions then the employee need not follow up with Presence Occupational Health or a medical provider of his/her choice as set forth above.

The employee shall take the Duty Status Report form to every physician's appointment they have related to the injury or illness. This form is to be fully completed by the treating physician. The employee shall return the completed form to the employee's supervisor immediately following the appointment and/or prior to returning to full or limited duty. The employee may seal the white copy which has the diagnosis and prognosis in an envelope and the outside of the envelope marked for delivery to the Human Resources Department.

All Duty Status Report forms shall be delivered to the employee's supervisor (the white copy shall be sealed envelope). The employee's supervisor shall send the sealed envelope containing the white copy to the Human Resources Director. If the employee's supervisor is not immediately available the form shall be placed in a sealed envelope and given to any supervisor.

Should a dispute arise between the employee and the City as to whether an injury or illness is covered by the Illinois Worker's Compensation Act and the City denies medical benefits under the Illinois Worker's Compensation Act then the employee may obtain medical treatment pursuant to the terms and conditions of the group health insurance, if any, provided to that employee by the City.

NOTE: The parties' May 25, 2016 Memorandum of Agreement will remain in effect for the duration of this Agreement.

ARTICLE 10 - LEAVES OF ABSENCE

Section 10.1 Eligibility

An employee will be eligible for leaves of absence after completion of his/her probationary period of employment.

Section 10.2 Application for Leave

Any request for leave of absence shall be submitted in writing by the employee through the chain of command to the Police Chief for approval or denial. The request shall state the reason the leave of absence is being requested and the approximate length the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the Police Chief or his/her designee and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for emergency leaves (for example, family sickness or death) shall be answered before the end of the shift in which the request is submitted.

A request for a short leave of absence - a leave not exceeding one (1) month - shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month be answered within ten (10) days.

Section 10.3 Seniority Accrual

Employees shall accrue seniority while on leave of absence granted under the provisions of this Agreement.

Section 10.4 Types of Leave

There are two types of leave; Paid Time Off described in Article 11 and Unpaid Leaves described in Article 12.

ARTICLE 11 - PAID LEAVES

Section 11.1 Family Sickness and Death

A. Family Sick

In the event of serious illness or injury of the employee's spouse, employee's parents, employee's spouse's parents, employee's children, employee's step-children who live at home, employee's brother, or employee's sister, the employee may request and be granted up to three (3) days leave of absence with pay to make necessary household adjustments and to arrange for medical services.

In the event of serious illness or injury of the employee's grandparents, employee's spouse's grandparents, employee's brother-in-law, employee's sister-in-law, employee's step-parent or employee's grandchild the employee shall be granted one (1) day leave of absence with full pay to make necessary household adjustments and arrange for medical services.

In the event of less serious illness or injury within the employee's immediate family living at home, a supervisor may allow the employee to use Paid Time Off or Compensatory Time beyond what is allowed in Section 6.1.

For the purpose of this article serious illness or injury is an illness, or injury that involves inpatient care or continuing treatment by a health care provider, beyond treatment for cold, flu, etc.

Employees shall not work overtime or work for another employee while under such paid leave.

As soon as practicable, the employee shall submit in writing an explanation of the circumstances surrounding as to why the leave was taken through his/her chain of command.

B. Death of a Family Member

In the event of death of the employee's spouse, employee's parents, employee's spouse's parents, employee's children, employee's step-children, employee's brother, employee's sister, the employee may request and be granted up to three (3) days leave of absence with pay to make necessary household adjustments and attend funeral or memorial services.

In the event of death of the employee's grandparents, employee's spouse's grandparents, employee's brother-in-law, employee's sister-in-law, employee's step-parent, or employee's grandchild the employee shall be granted one (1) day leave of absence with full pay to make necessary household adjustments and to attend funeral or memorial services.

Employees shall not work overtime or work for another employee while under such paid leave.

As soon as practicable, the employee shall submit in writing an explanation of the circumstances surrounding as to why the leave was taken through his/her chain of command.

Additional time may be granted upon the written request of the employee should there be unusual travel time required to attend a funeral or a memorial service distant from Aurora. The written application must be provided through the chain of command to the Police Chief as soon as practical under the circumstances and will not have any effect upon paid time an employee may be entitled to for benefits under this section.

C. Family Medical Leave Act (FMLA)

There is unpaid time off availability through the FMLA. Employee must apply for these benefits directly through the Human Resources Department.

Employees shall not work overtime or work for another employee while under such paid leave.

As soon as practicable, the employee shall submit in writing an explanation of the circumstances surrounding as to why the leave was taken through his/her chain of command.

Section 11.2 Education

Employees selected by the Police Chief with application through the chain of command, shall be granted leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability in his/her police service.

Employees who voluntarily attended college to upgrade their skills as professional law enforcement employees shall receive paid leaves of absence to take examinations, during assigned duty hours, subject to approval of the Police Chief.

The City will reimburse tuition toward a Bachelor's degree from an accredited college or university, or an Associate Degree from a local community college; e.g., Waubensee or DuPage in Law Enforcement or Criminal Justice. The employee will be required to attend on his/her own time; purchase required textbooks, and must maintain an average of "C" or better or maintain a passing grade in pass/fail courses. The program is subject to budget approval in accordance with the requirements and limitations of the City's tuition reimbursement program; however, no request shall be unreasonably withheld.

Section 11.3 Jury Duty

If an employee covered by this Agreement is required to report for jury duty on a regularly scheduled work day, s/he shall be allowed leave at his/her regular straight time rate of pay for time actually spent in said jury duty and away from his/her regular work subject to a maximum of eight (8) hours pay. To receive said pay, the employee must submit the amount of jury service fees received, less any amount paid for mileage and/or meals. The supervisor shall in turn forward the fees to the Finance Department.

Section 11.4 Paternity Leave

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

Section 11.5 Maternity Leave

An employee who has given birth will be granted twelve consecutive weeks of paid maternity leave. Such leave shall be taken immediately upon either the initiation of labor or birth of child. For purpose of this subsection, upon the adoption of a child, the employee shall be granted three workdays paid leave.

ARTICLE 12 - UNPAID LEAVES

Section 12.1 Eligibility

An employee will be eligible for such unpaid leaves of absence after completion of his/her probationary period of employment.

Section 12.2 Education

Employees who voluntarily attend college to upgrade their educational status or who shall attend school or college in the future, may receive unpaid leaves of absence to conclude a course of instruction whenever the same shall conflict with duty hours.

Such leaves shall only be allowed upon application to and approval of the Police Chief through the chain of command.

Any employee, upon application, through the chain of command, may be granted a leave of absence for educational purposes, when such educational purposes have a view to a degree in an area of job improvement. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee, upon approval of the Police Chief. One (1) year leave of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.

Section 12.3 Military Service

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

Both parties acknowledge and agree that the City must follow Federal and State law regarding employees ordered to temporary or permanent military duty. Each party agrees to cooperate with any such employee in restructuring work schedules as might be necessary for an employee to meet the responsibility for temporary military duty such as monthly meetings and summer camp requirements.

Section 12.4 Union Activities

Three (3) Union representatives shall be granted a leave of absence at the request of the Union to attend Union activities.

The number of Union representatives shall be limited to three (3) in number. The length of leave shall not exceed five (5) days in one calendar year.

The total number of Union personnel allowed to leave at any given time to attend Union activities outside the City of Aurora shall not exceed three (3) in number.

ARTICLE 13 - INSURANCE

Section 13.1 Health Insurance

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

A. Plan Design.

All plans currently in effect shall remain in effect through 2018. 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, opting for self-insurance, etc. (“Modifications”) as the City deems appropriate so long as (i) the benefit levels for 2019 are substantially the same as the 2018 levels; and (ii) the Modifications are equally applicable to regular, non-exempt and exempt full-time unrepresented City employees (“Other Affected Employees”). For reference purposes, Other Affected Employees include positions such as the police and fire chiefs, the City’s Human Resources Director, the City’s Chief Management Officer, and members of the City Council. As to the specific items set forth below, employee contributions for 2019 are capped as follows:

1. Deductibles:

(a)	In Network	Out of Network
	\$750.00 (Single)	\$1,500.00 (Single)
	\$1,500.00 (Family)	\$3,000.00 (Family)
(b)	Out of Pocket Maximums (including deductibles):	
	In Network	Out of Network
	\$2,750.00 (Single)	\$4,000.00 (Single)
	\$5,500.00 (Family)	\$8,000.00 (Family)
(c)	Prescriptions:	
	Prescription Co-Pays at Retail:	\$8.00 per script per month for generics
		\$50.00 for preferred
		\$100.00 for non-preferred
	Mail Order 90-Day Supply:	\$16.00 generics
		\$120.00 preferred
		\$240.00 non-preferred.

Neither side will have a breakthrough burden of proof with respect to the matters set forth in this Section 13.1A in subsequent Negotiations.

B. Other Plan Alternatives

Nothing in this Agreement shall prevent the City from offering employees an 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.

Further, such insurance shall be reviewed each year with a view toward improving the coverage.

C. Employee Contributions

Until July 1, 2019, employees shall be required to pay a percentage of annual prevailing premium amounts as follows:

OAP or HDHP: 12.75% of the premium equivalent costs for employees taking: Employee, Employee plus Children, and Employee plus Spouse plans; 10% of the premium equivalent costs for employees taking Family plan.

HMO: 10% of the premium equivalent costs for all plans: Employee, Employee plus Children, and Employee plus Spouse, and Family.

Effective July 1, 2019, employees shall pay 15.25% of the premium equivalent costs for all plans.

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

D. Section 125 (Flex Plan Contributions)

The City shall establish and maintain in effect a plan that affords employees the option to exclude employee contributions toward the cost of health insurance pursuant to Title 26 USC § 125 otherwise known as a Flex Plan.

E. Compliance with Health Care Legislation

Nothing herein shall limit the right of the City to 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 described below) including but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange.

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:

1. the parties agree to meet and confer at the City's request for purposes of reviewing the potential impact of the Cadillac Tax as more information becomes available; and
2. The parties further agree that Cadillac Tax impact will be a priority consideration at the next round of bargaining.

F. Insurance Cost Containment Committee; Notice of Changes Pursuant to Subsection A or E; Meet and Confer

1. Upon ratification of this Agreement, the City and Union 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 Union will be given equal representation with the other included bargaining units.

2. 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, and the like.
3. In the event the City determines to institute changes in accordance with subsections A or E (1) above, the City shall provide the Union Board with at least forty-five (45) days advance written notice of the changes. At the Union Board's request, the City and Union 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. In the event the Union determines to grieve the City's determination, the time for filing a grievance will be measured from the effective date of the implementation of such a change.

G. Opt Out of Insurance

The City will permit any bargaining unit members 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 either City plan, the City will pay such employee the sum of Two Hundred & 00/100 (\$200.00) Dollars per month. Effective 1-1-19 the opt-out payment will increase to \$500.00 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.

The opt-out benefit will not be available to an employee whose spouse is also a full-time, benefit eligible employee of the City.

H. High Deductible Health Care Plan:

The City will offer employees the opportunity to participate in a High Deductible Healthcare Plan (HDHP).

For so long as 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 2017, 2018, and 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 is in

effect, in the second year plan the City will add an additional \$250 on or about January 1st to those employees' HSAs in the second plan year.

Section 13.2 Retired Employee Coverage

The City agrees that the group insurance coverage provided above in Section 13.1 shall be made available to any retired employee with at least 20 years active service on the following basis:

1. Effective 1/1/2009 for the retired employee alone: 22% of the prevailing annual premium, as adjusted from time to time;
2. Effective 1/1/2009 for the retired employee plus spouse: 29% of the prevailing annual premium, as adjusted from time to time;
3. Effective 1/1/2009 for the retired employee plus family: 31% of the prevailing annual premium, as adjusted from time to time;
4. Effective 1/1/2009 any increase in the annual contribution shall be capped at 15% of the previous year's annual contribution.
5. Retiring employees may still prepay retired employee coverage in accordance with past practices.

The premium shall be billed bi-annually to such retired employee and must be paid by him within thirty (30) days of the date of billing unless the employee has authorized bi-monthly deduction of such premium from his pension payment. Failure of the retired employee to make his premium payment within said thirty (30) day period or a grace period of an additional thirty days (30) days shall result in termination of the retired employee's insurance coverage.

Coverage shall be available to such retired employee until he reaches age sixty-five (65) or become eligible for Medicare. When an employee reaches age 65, his/her premium will be frozen at whatever applicable premium level being paid at that time. At such time, the retired employee may elect to retain supplemental insurance coverage which the City has made available provided the retiree pays the entire cost of such supplemental coverage and such coverage shall be secondary to Medicare.

If such a termination occurs or if such retired employee dies, the City agrees to make such coverage available to the retiree's spouse, provided said spouse was married to the retired employee at the time of the retirement. Such coverage shall be made available at the prevailing annual premium, as adjusted from time to time, which shall be payable as hereinabove provided. Such coverage shall be available to such spouse of a retired employee until said spouse remarries, reaches age sixty-five (65) or becomes eligible for Medicare.

Section 13.3 Disabled Employee Coverage

The City agrees that the group insurance coverage provided above in Section 13.1, paragraph A shall be made available at one hundred percent (100%) of the prevailing annual premium, as adjusted from time to time, to any disabled employee with at least ten (10) years of active service who is granted a statutory disability pension. The premium shall be billed bi-annually to such disabled employee and must be paid by him/her within thirty (30) days of the date of billing unless the employee has authorized bi-monthly deduction of such premium from his pension payment. Failure of the disabled employee to make his premium payment within said thirty (30) days shall result in termination of the disabled employee's insurance coverage.

Coverage will be available to such disabled employee until s/he reaches age sixty-five (65) or becomes eligible for Medicare. At such time the disabled employee may elect to retain supplemental insurance coverage which the City has made available, provided the disabled employee pays the entire cost of such supplemental coverage and such coverage shall be secondary to Medicare.

Section 13.4 Survivor's Coverage

The City agrees that the group insurance coverage provided above in Section 13.1, paragraph A shall be made available at the prevailing annual premium, as adjusted from time to time, to the surviving spouse and eligible dependents of a deceased employee pursuant to the provisions of Consolidated Omnibus Budget Reconciliation Act, (COBRA), as may be amended from time to time.

Provided, however, that in the case of an employee's accidental death, such coverage shall be provided to the surviving spouse and eligible dependents of the deceased employee at no cost for up to twelve (12) months following the employee's death or until the surviving spouse remarries or becomes covered under another group or individual policy, whichever shall first occur.

Section 13.5 Supplemental Retiree Coverage

Supplemental coverage for retirees shall be as provided for in City of Aurora Resolution No. R91-389, dated December 3, 1991.

Section 13.6 Dental Insurance

The City 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 toward premium costs, if any, for such coverage as is paid by other City employees.

ARTICLE 14 - HEALTH AND FITNESS

Section 14.1 Health and Fitness Membership

The City shall reimburse employees for the cost of a membership in a private health club upon presentation to the Human Resources Department of a paid receipt up to a maximum of \$300.00 per year.

Section 14.2 Physical Examination

Once during each calendar year, each employee shall undergo a general physical examination with the employee's personal physician. Such physical examination shall include all procedures which are medically necessary and appropriate based upon the age and personal medical history of the individual employee. For example if the employee has a pre-existing heart condition which requires certain annual diagnostic procedures then such procedures shall be part of the general physical examination. All cost for said examination shall be borne by the City. However, if the general physical examination indicates the need for additional follow-up diagnostic tests or treatment then such additional tests or treatment shall not be considered part of the general physical examination and, rather, shall be covered pursuant to the applicable health plan for the employee.

The results of the physical examination shall remain confidential and shall be considered privileged information between the employee and his/her physician. The City shall not be entitled to see the results or obtain copies thereof. Upon completion of the physical examination, the employee will deliver to the City Human Resources Department a simple written statement from his/her physician that s/he has been examined.

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

A vision examination is not part of an annual physical unless referred in writing from the employee's physician. Additionally, general eye checkups included in a physical examination will be paid for by the City. Physicals for Employees covered by the City's Health Insurance Plan shall be paid for by the City's Plan Administrator, and the cost of physical examination shall be applied toward the employee's annual deductible requirements.

Section 14.3 Substance Abuse Testing

See Appendix D.

Section 14.4 Physical Fitness Program for New Hires

See Appendix E.

Section 14.5 Stress Assessment Program

A voluntary and confidential Stress Assessment and Evaluation Program will be implemented during the term of this Agreement in coordination with a health care provider, which will include both an initial screening and comprehensive stress evaluation. A general outline of such program is attached hereto and made a part hereof as Appendix C. The cost of the initial assessment and evaluation will be paid by the City. Any subsequent treatment that may be necessary subsequent to the evaluation is subject to coverage available under the employee's health insurance plan. The Stress Clinic will be provided with the City's Health Insurance coverages to counsel the employee regarding available coverage.

Periodic education seminars or workshops will be provided to familiarize employees with the initial signs of stress and the need for a health appraisal. The cost of such workshops or seminars will be paid by the City.

All information regarding diagnosis and treatment shall be confidential. The results of the diagnosis will not be used against the employee in any action seeking his/her disability, suspension, termination or discharge from the Police Department. In addition, the City agrees not to seek the results of same by subpoena. Such information would not be placed in the employee's personnel file either at City Hall or at the Police Department.

Section 14.6 Police Counseling

The primary purpose of voluntary and/or mandatory counseling is to assist all employees. Such counseling shall not be utilized as a method of discipline or discharge. The results shall remain confidential between the employee and his/her treating physician. Counseling will be done by an Illinois licensed physician of the employee's choosing. All costs for such counseling, including therapy, treatment and medication shall be borne by the City.

A. Mandatory Counseling

It shall be mandatory for all sworn employees to undergo counseling when involved on duty in the following:

1. Incidents in which death or life threatening injuries occur.
2. Accidents in which death or life threatening injuries occur.
3. In other instances, the Police Chief shall deliver to the Union attorney, in writing, the name of any employee whom s/he determines is in need of stress screening and the reason therefore.

The Police Chief shall notify such employee that mandatory screening is required. All information shall remain confidential between the Police Chief, the Union attorney and the individual employee.

B. Voluntary Counseling

An employee can voluntarily seek counseling at any time.

Due to the extremely confidential nature of this Article and its contents, every effort and control shall be employed in order to maintain such confidentiality.

The parties agree that this Section shall become effective when counseling becomes mandatory for all sworn personnel in the Police Department.

ARTICLE 15 - CITY/EMPLOYEE COMMITTEE

A City/Employee Committee shall be established to discuss and attempt to resolve issues of mutual concern to the parties. Actions of this committee shall be advisory only. The City shall certify six (6) representatives as its committee to the Union at the beginning of each contract year. The Union

representatives shall be members of the Union's Executive Board. The names of employees selected to represent employees shall be certified in writing to the City by the Union, and individuals so certified shall constitute the Union's representatives to the City/Employee Committee.

Meetings of the City/Employee Committee may be scheduled at any time by the mutual agreement of the parties, but in no case shall they meet less often than one (1) meeting per calendar quarter. Agenda items for each meeting shall be agreed upon in advance of the meetings; other items may be added or deleted only by mutual agreement once the agenda is established by the parties at the first meeting subject to later modifications by mutual agreement.

In order to maintain and protect the safety, health and well-being of the Police Department and its employees, the City/Employee Committee shall also function as a Safety Committee and will recommend procedures and programs to ensure a safe work environment. Meetings for the purpose of discussing safety issues only shall be on a quarterly basis.

This committee shall also act as the grievance committee. 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 Police Chief other issues which would improve the relationship between the parties.

ARTICLE 16 - BILL OF RIGHTS

The rights provided in this article shall supplement and not infringe upon the rights provided by the Uniform Peace Officers Disciplinary Act (50 ILCS 725/1 et seq.) as now existing or as may be amended in the future. The parties agree that employees shall have the full benefit of all rights and privileges accorded by the Uniform Peace Officers Disciplinary Act as aforesaid.

The provisions of this Article shall not apply to any employee during his/her probationary period.

Section 16.1 Uniform Peace Officers Disciplinary Act Summary (as amended)

Whenever an employee is interrogated by a representative of the City regarding circumstances which could reasonably be foreseen to lead to his/her discharge or suspension for at least three (3) days or longer, then such an employee shall be protected according to the Bill of Rights, which shall include but not be limited to the following:

1. Such an interrogation shall be conducted at a reasonable hour unless it is of such a nature or involves an incident of such seriousness as to require otherwise.
2. Prior to such an interrogation, the employee shall be advised in writing of the following:
 - a. The nature of the charges against him/her.
 - b. That s/he has the right to be represented by counsel of his/her own choosing, or a union representative.
 - c. That any statement made during the interrogation may be used as the basis for charges seeking his/her suspension or discharge.

3. A complete record of such interrogation, including references to any periods of recess, shall be made by electronic audio recording. A transcript of the recording shall be provided without cost if the interrogation results in the filing of charges, seeking discharge or a suspension of at least three (3) days or longer.
4. Employees shall not be disciplined or otherwise prejudiced for or by reason of, insisting upon or exercising the rights hereby accorded.

Section 16.2 Delays in Investigation

Except as to matters involving potential criminal conduct or charges, which matters are not within the scope of this Collective Bargaining Agreement, neither the employee, the Union, nor the city shall interfere with nor unreasonably delay the conclusion of any investigation of an employee. The city shall provide the employee a written status report concerning the cause for any delays, no later than 30 days after the beginning of the investigation and thereafter at 30-day intervals during the pendency of an investigation.

Section 16.3 Personnel Files

The employer shall follow the rules regarding the Personnel Record Review Act (820ILCS 40/).

Summary of Administrative Action reports (SAAs) shall be purged from the employee's personnel file after 18 months, or three years in the case of a reoccurring deficiency.

ARTICLE 17 - WAGE SCHEDULE

Section 17.1 Wage Schedule/Pension Pick-up

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered part of this Agreement.

Unless mutually agreed upon the Union and the City, employees shall move from the minimum step in the pay range to the maximum step in increments as are set forth in said Schedule, Appendix A.

The City agrees to provide pension deferral ("pick-up") per 40 ILCS 5/3-125.2.

Section 17.2 Pay Period.

The salaries and wages of employees shall be paid every two (2) weeks. In the event this day is a holiday, the preceding day shall be the pay day.

ARTICLE 18 - EXTRA DUTY

Section 18.1 Court Time

The restriction to only paying up to 1 ½ hours of overtime when there is an overlap of time of court and regular duty described in Section 5.8 Overtime Earning does not apply to Court Time.

Any employee called to testify before the following courts or bodies shall be paid at the following rates:

1. Court or administrative hearings held in Aurora (local) shall be paid at a minimum of three hours at the employee's overtime rate. If the time exceeds three hours the actual time spent shall be compensated at the employee's overtime rate.
2. Court or administrative hearings held outside of Aurora within Kane County, Kendall County or DuPage County shall be paid at a minimum of four hours at the employee's overtime rate. If the time exceeds four hours the actual time spent shall be compensated at the employee's overtime rate.
3. Court or administrative hearings held outside of Kane, Kendall or DuPage County shall be paid at a minimum of five hours at the employee's overtime rate. If the time exceeds five hours the actual time spent shall be compensated at the employee's overtime rate.
4. Scheduled / pre-arranged court or administrative hearings that take place over the telephone shall be paid at a minimum of two hours at the employee's regular rate of pay. If the time exceeds two hours the actual time spent shall be compensated at the employee's overtime rate.

For the purpose of this article court or administrative hearing shall include court and court related functions (e.g.: coroner inquests, pre-trial hearings, criminal court, traffic court, domestic violence court, DUI court, motions, depositions, housing court, impound hearings, etc.)

When an employee is notified in advance of a proposed court and such court date is canceled, s/he shall nevertheless receive his/her minimum pay unless s/he has been notified of the cancellation not later than noon of the day prior to the court date. Sending a notification through personal voicemail for the off-duty contact fulfills this requirement.

Section 18.2 Training, Inspection, Reviews and Special Events

During the calendar year, the Police Chief may issue directives to all employees to report for participation in in-service training, departmental inspections, reviews and special events. Special events shall be defined as any activity which is not of an emergency nature but is either ceremonial or instructional. Participation of employees in these activities as directed by the Police Chief is limited up to a maximum of forty-eight (48) hours of time for the calendar year. The first 24 hours shall be paid as overtime and the second twenty-four hours shall be counted as their duty day (flex time).

A. Training, Inspection, Reviews and Special Events – Overtime

Employees shall be paid at their overtime rate and may opt for pay or compensatory time off.

B. Training, Inspection, Reviews and Special Events – Flex Time

Training pursuant to this paragraph shall be subject to the following provisions:

1. Such training shall be considered regular time. Therefore, shift and days off may be rescheduled by the City to accommodate this training time; and
2. An employee shall receive written notice of such assignment, with a copy to the Union, no later than thirty (30) days prior to said training; provided, an employee, at the City's discretion, may waive this requirement by written notice to the City; and,
3. The City cannot require the employee to cancel previously scheduled time off to attend such training.

Section 18.3 Standby Duty

When placed on standby, the employee shall meet his/her obligation by notifying the department of his/her location until removed from standby duty. S/He shall be compensated at his/her straight time rate of pay for the period of standby. The minimum standby pay shall be for three (3) hours.

If an employee is called from standby, his/her overtime rate of pay shall be paid in lieu of any standby pay.

When an employee is notified in advance of the proposed date that s/he will be placed on standby duty on such proposed date, and such standby duty is canceled, s/he shall nevertheless receive his/her minimum standby pay unless s/he has been notified of the cancellation not later than noon of the day prior to the standby duty date. Sending a notification through personal voicemail for the off-duty contact fulfills this requirement.

Section 18.4 Interpreters

The City will provide employees qualified as specified herein, with a sixty dollar (\$60.00) per pay period stipend (not used in computing overtime benefits or health insurance costs), for a recognized language (i.e., Spanish, Polish, Chinese, German, sign language) for purposes of serving the public, performed while on duty. Employees who receive such stipend shall use their interpretive skills whenever requested. An annual skilled exam will be given by an independent third party, and will include oral interpretation skills as opposed to formal written skills.

Section 18.5 Paid Call Duty

An employee specifically assigned to be on "paid call duty" shall be required to wear an assigned electronic communication device. S/he shall return all calls or pages. S/he shall be fit for full duty. S/he shall arrive for duty within a reasonable time. Compensation for paid call duty shall be money only, payable upon the regular payday for the payroll period in which the paid call duty was worked. The rate for paid call duty shall be an amount equal to three (3) hours straight time pay for each eight hours the employee is specifically assigned to paid call duty. In the event an employee is on paid call duty more than eight hours in a twenty-four (24) hour period, additional time shall be rounded up to the nearest hour and pay for that additional time shall be prorated. An employee called to regular duty from paid call duty shall, in lieu of paid call duty pay for that time period, receive overtime for hours actually worked, with a minimum of three hours pay.

Paid call duty shall be assigned on a rotating basis among the pool of available employees within the work unit who have the requisite skills. The pool of available employees shall include all employees who are not on paid time off, compensatory time, or regular days off. If no employees are in the pool of available employees then employees on a regular day off shall be subject to a paid call duty assignment. However, every employee shall have at least one regular day off per week which is not subject to a paid call duty assignment except in case of bona fide emergency within the unit.

Section 18.6 Special Units

Compensation shall be provided to employees selected as Field Training Officers (FTOs) or canine officers as follows:

Field Training Officer (FTO)

FTOs will receive two (2) hours pay (money only) at time and one-half for each day that they are assigned to a recruit. For regularly scheduled monthly FTO meetings only, three (3) hours at the employee's overtime rate.

Canine

Canine officers shall receive ½ hour of straight time pay for each calendar day for kennel maintenance.

ARTICLE 19 - SENIORITY

Section 19.1 Definition

Seniority means an employee's length of continuous service with the City since his/her last date of hire.

Section 19.2 Seniority Lists

After completion of the probationary period, employees shall be added to the seniority list and seniority shall then be retroactive to the original date of hire. A copy of the seniority list shall be furnished to the Union.

Section 19.3 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record, but the time lost during the break shall not be counted as service time.

The seniority of an employee whose service is interrupted because of military service shall accumulate.

There shall be no deduction from continuous service for any lost time which does not constitute a break in continuous service.

Section 19.4 Lay-off

If it becomes necessary to layoff an employee or employees due to a reduction in force, the City shall give such employee or employees affected, a thirty (30) day notice in advance. Layoff shall not terminate the seniority of any employee except as provided in the following:

1. When laid-off for a period of more than one year.
2. When laid-off, employee fails to return to work within fourteen (14) days after receipt of the mailing by certified mail, return receipt requested of the reemployment notice as provided below.

In the event layoffs are necessary, employees will be laid-off in the inverse order of their seniority. An employee, when promoted to sergeant, will automatically have his/her seniority in rank of patrolman frozen. In the event of a demotion, and a return to the rank of patrolman, an employee shall commence his/her seniority in the rank of patrolman at the same level as it was upon promotion.

Section 19.5 Reemployment

Persons who are laid-off shall be placed on a reemployment list for a period of three (3) years. If there is a reemployment, persons who are still on the list shall be reemployed in the inverse order of their lay-off.

If there is reemployment, the City shall send a reemployment notice to persons eligible for reemployment, 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 persons, it being the obligation and responsibility of same to provide the City with his current mailing address. Persons so notified shall be allowed fourteen (14) calendar days after receipt of said notice in which to accept reemployment by providing the City with a written intention of same.

Employees who are recalled to duty after six (6) or more continuous calendar months shall be required to furnish a written report from his/her physician that s/he has been physically examined and is physically fit to return to regular duty. (Physical exam shall be at City's expense).

ARTICLE 20 - SEVERANCE PAY

An employee, upon an honorable termination of service, shall receive severance pay, according to the Schedule attached hereto as Appendix B, and made a part hereof. An employee who resumes employment after receiving severance pay upon an honorable termination or medical disability, shall not be entitled to a second severance payment. An employee who resigns during the pendency of criminal charges against him/her, which charges are either (i) a felony, (ii) domestic battery, or (iii) a misdemeanor other than a traffic violation directly arising out of the performance of the employee's duties shall not receive severance pay pending the disposition of such charges. If a guilty plea or a finding of guilty is entered, then the employee shall be entitled to no severance pay.

ARTICLE 21 - SUSPENSION AND DISCHARGE

No employee shall be removed, or discharged, or suspended, except for cause, upon written administrative charges and after an opportunity to be heard in his/her own defense. Said charges will be placed within a reasonable time after the occurrence of the event.

In cases where an employee has been charged with a felony violation of criminal law, and administrative charges not yet filed, written administrative charges will be placed within a reasonable time after a verdict or judgment is entered by a court of law.

In such cases, while the criminal charges are pending, the employee shall be placed on administrative leave with full pay and benefits, or be reassigned within the department to his/her same shift hours. Such assignment is not to be a form of punishment and may continue until the criminal charges are resolved. If the employee is incarcerated during such period, s/he will be placed on leave without pay; provided; however, in such event, s/he may utilize accrued and

unused paid time off and compensatory time in order to receive pay. In any event, the Police Chief retains the right to file written charges and proceed to an administrative determination prior to the outcome of the criminal charges.

The Union shall have the right to take up any suspension or discharge by the grievance process. Should the Union elect to grieve the matter of such suspension or discharge, then the matter shall be handled in accordance with the grievance procedure herein set forth.

Any employee found to be unjustly suspended, shall be reinstated with full compensation for all time lost and with full restoration of all other rights and conditions of employment.

In no case shall a suspension or discharge of a probationary employee be subject to the grievance and arbitration procedure of this Agreement.

Any employee while on suspension shall not be allowed to work overtime, exchange days with another employee or work extra duty jobs.

ARTICLE 22 - GRIEVANCE AND ARBITRATION

Section 22.1 Application

A. Contract Dispute

Any dispute which may arise between the City and employee covered by this Agreement, involving the interpretation or application of, or compliance with the provisions of the Agreement, shall constitute a grievance and will be settled through the grievance procedure as hereinafter set forth.

B. Suspension and Discharge

Any dispute which arises wherein an employee shall be removed, suspended or discharged shall be through the Grievance Procedure as hereinafter set forth. A suspension of more than three (3) days or discharge shall be filed as a grievance commencing at Step IV. The employee shall deliver his/her request to the Union Board of Directors for its investigation and review, within five (5) calendar days of receipt of written notice of suspension or discharge.

1. Within five (5) calendar days thereafter, the Union Board of Directors shall request a hearing with the Police Chief or his/her designee.
2. In the event any employee is charged as a result of a civilian complaint, the employee so charged shall receive a copy of the initial civilian complaint.

C. Responses

Responses of the supervisor at each step shall confirm, amend, reverse or deny the decision and must be detailed as to why it is affirmed or denied. The grievant, and/or Union Steward or Board Member shall answer the response directly in kind.

If the last day of any of the time periods listed above falls on a Saturday, Sunday or holiday, the deadline shall be moved to the first calendar day following the weekend or holiday.

Section 22.2 Procedure

A. Step I - Supervisor

Prior to filing a grievance and within five (5) calendar days of the occurrence, an employee, with or without an Union Steward or an APPO Board Member, shall meet with the employee's supervisor to discuss the problem, indicating at that time that s/he is invoking Step I of the Grievance Procedure, and make an earnest effort to resolve the grievance. The supervisor shall give his/her verbal answer to the grievant by the end of the shift the next day.

B. Step II - Lieutenant

If the answer is not acceptable, or the supervisor is unable to provide an answer, the grievance shall be reduced to writing and submitted by the employee and/or Union Steward or Board Member to the employee's Shift or Division Lieutenant within five (5) calendar days of the supervisor's verbal answer.

The written grievance shall contain a statement of the grievant's complaint, the date of alleged violation and the remedy sought. The grievance shall be signed and dated by the grievant.

Within five (5) calendar days after receipt of the written grievance, the Shift or Division Lieutenant shall give a written response to the Union Steward or Board Member.

C. Step III - Commander

If the grievance has not been settled, the written grievance shall be submitted by the employee and/or Union Steward or Board Member to the Bureau Commander within five (5) calendar days after receipt of the Shift or Division Lieutenant's response. Within five (5) calendar days after the receipt of the grievance, the Bureau Commander shall give a written response to the Union Steward or Board Member.

D. Step IV - Chief

If the grievance is not settled, the Employee, a Board Member of the Union shall within five (5) calendar days after receipt of the Bureau Commander's response submit the written grievance to the Police Chief or his/her designee and request that a hearing be held as soon as possible but in no event longer than seven (7) calendar days, (unless an extension is agreed upon), after delivery of the grievance to the Police Chief or his/her designee.

The Police Chief or his/her designee shall submit his/her written response to the grievance to the employee Board Member within seven (7) calendar days after the date of the grievance meeting (unless an extension is agreed upon). If the Union is not satisfied with the written response of the Police Chief or his/her designee, the grievance may be referred to arbitration.

If the Police Chief or his/her designee does not submit his/her written response to a Board Member within seven (7) calendar days or request an extension thereof, the grievance shall be treated as a decision in favor of the grievant.

E. Step V - Arbitration

If the grievance has not been settled, only the Union in its sole discretion may refer the grievance to arbitration within ten (10) calendar days of the Police Chief's or his/her designee's response by submitting a written request for arbitration to the Illinois State Labor Relations Board. The Illinois State Labor Relations Board shall be requested by the referring party to provide a panel of five (5) arbitrators. 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. Either party may request one (1) additional panel of names if the first panel is not acceptable to them.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right 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.

The arbitrator shall be without the power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of any state or federal laws or state or federal rules and regulations having the force and effect of law. However, the arbitrator shall follow the dictates of the Fair Labor Standards Act.

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement based upon the evidence presented in the arbitration hearing. His/her decision shall be final and binding on both parties.

Expenses for the arbitrator's services and the proceedings (e.g. location, transcript) shall be borne equally by the City and the Union provided, however, the arbitrator shall have the power to disproportionately reallocate such costs in the event the city's breach of contract is deemed willful or the Union's position is deemed frivolous. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator.

F. Grievance Withdrawal

A grievance may be withdrawn at any step in the grievance procedure. If a grievance is not presented within the time limits set forth above, it shall be considered “waived”. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department’s last answer. Provided, however, if a grievant fails to submit a grievance within the time limits specified in Steps I, II, III or IV, he shall have the right to resubmit the grievance at the appropriate Step, on a one-time only basis, within five (5) calendar days from the submittal deadline date. If the Department does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Department and the Union representatives involved in each Step.

Section 22.3 Union Stewards

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 Union.

The number of stewards shall be one (1) steward on each shift and one from the Investigative Services Bureau.

Section 22.4 Processing Grievances During Working Hours

Stewards or Union Board members may investigate and process grievances during working hours without loss of pay through Step IV of the grievance procedure. If an employee is required at an arbitration hearing, s/he shall be excused without pay for time spent in attendance.

ARTICLE 23 - GENERAL PROVISIONS

Section 23.1 Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, gender identity, marital status, race, color, creed, national origin and political affiliation in accordance with the State and Federal law. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Whenever the male pronoun or adjective is used in this Agreement, it shall be construed to include the female gender unless otherwise specified.

The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City’s representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 23.2 Union Bulletin Boards

The City agrees to furnish and maintain one bulletin board in a reasonable and accessible place in the Police Department to be used by the employees. The responsibility for such items on the bulletin board rests with the Union Executive Board.

Section 23.3 Union Activities on City's Time & Premises

The City agrees that during working hours, on the City's premises, or off-site by mutual agreement and without loss of pay, Union representatives shall be allowed to:

1. Engage in actual collective bargaining negotiations with the City;
2. Transmit communications, authorized by the Union or its employees, to the City or his/her representatives;
3. Attend Union meetings;
4. Consult with the City, his/her representative, Union Employees, or other Union representatives concerning the enforcement of any of the provisions of this Agreement.

Employees shall notify management of any conflicts with work schedules for Union activities as soon as they are scheduled. Schedules that have been posted shall not change unless by mutual agreement.

Section 23.4 Visits by Union Representatives

Provided it does not interfere with Police Department operations, the City agrees that accredited representatives of the Union, not to exceed three (3) in number, shall have full and free access to the premises of the City at any time during working hours to conduct Union business. Meetings are to be held in the Squad Room or classrooms.

Section 23.5 Work Rules

When existing rules are changed or new rules are established, they shall be posted prominently on Union bulletin boards.

The City further agrees to furnish each employee with a copy of all existing work rules before they become effective. New employees shall be provided with a copy of the rules at the time of hire.

Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure. The rules and their application shall be complied with during such procedure.

ARTICLE 24 - UNIFORMS AND PROTECTIVE CLOTHING

A clothing allowance (including special protective clothing) of \$2,170.48 shall be divided between and paid per payroll period. Such payments shall be subject to all required withholdings. Employee shall bear the costs of maintaining their own uniforms, except uniforms damaged in the line of duty.

ARTICLE 25 - POSTING JOBS

All job openings shall be posted by the Department for a minimum of 14 days prior to filling the job.

ARTICLE 26 - NO STRIKE - NO LOCKOUT

No employees covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services, during the term of this Agreement.

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union, or for any cause whatsoever, it being the intent of the parties that the employees not strike or “slowdown” and that the City not lock out any employees.

ARTICLE 27 - EFFECTIVE DATE AND TERMINATION

This Agreement shall be effective as of the 1st day of January, 2017, and shall remain in full force and effect until December 31st, 2019. It shall automatically be 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 sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, including any resulting mediation, and until notice of termination of this Agreement is provided to the other party.

Should the parties arrive at an impasse during the period of negotiations, then the City and the Union do mutually agree to seek mediation from the Illinois Department of Labor Relations Board or the Federal Mediation and Conciliation Service.

ARTICLE 28 - SAVING 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, or any applicable valid City Ordinance, which governs the Police Department, such term or provision shall continue in effect only to the extent permitted by such law or ordinance, 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 in conflict with any City ordinance than those above listed then the terms of this Agreement shall prevail over the terms of any other such ordinance.

If any term or provision of this Agreement is in conflict with any other local Civil Services ordinance or rule, then the terms of this Agreement shall prevail over such conflicting terms. 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 29 - 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 provisions in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2018.

FOR THE ASSOCIATION OF
PROFESSIONAL POLICE OFFICERS, INC.

FOR THE CITY OF AURORA

BY: _____

Richard C. Irvin, Mayor

Date

APPENDIX A – SCHEDULE OF WAGES

**CITY OF AURORA
POLICE OFFICER WAGES
TIER 1
(FOR OFFICERS HIRED BEFORE 1/1/15)
2017 through 2019**

Seniority Tier	Annual 2016	Hourly 2016	Annual Effective 1/1/17	Hourly Effective 1/1/17	Annual Effective 1/1/18	Hourly Effective 1/1/18	Annual Effective 1/1/19	Hourly Effective 1/1/19
Percentage Increase			2.25%		2.50%		2.75%	
6 months to 1 year	\$78,644.80	\$37.81	\$80,433.60	\$38.67	\$82,451.20	\$39.64	\$84,739.20	\$40.74
1 year to 2 years	\$81,972.80	\$39.41	\$83,824.00	\$40.30	\$85,924.80	\$41.31	\$88,296.00	\$42.45
2 years to 3 years	\$85,488.00	\$41.10	\$87,422.40	\$42.03	\$89,627.20	\$43.09	\$92,102.40	\$44.28
3 years to 4 years	\$89,148.80	\$42.86	\$91,166.40	\$43.83	\$93,454.40	\$44.93	\$96,033.60	\$46.17
4 years to 5 years	\$92,996.80	\$44.71	\$95,097.60	\$45.72	\$97,489.60	\$46.87	\$100,172.80	\$48.16
5 years to 10 years	\$97,052.80	\$46.66	\$99,236.80	\$47.71	\$101,732.80	\$48.91	\$104,540.80	\$50.26
10 years and over	\$97,240.00	\$46.75	\$99,444.80	\$47.81	\$101,940.80	\$49.01	\$104,748.80	\$50.36

Note:

Increases will be effective on the first payroll paid on or after the dates shown above.

**CITY OF AURORA
POLICE OFFICER WAGES
TIER 2
(FOR OFFICERS HIRED ON OR AFTER 1/1/15)**

Seniority Tier	2016		Annual Effective 1/1/17		Annual Effective 1/1/18		Annual Effective 1/1/19	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Percentage Increase				2.25%		2.50%		2.75%
6 months to 1 year	\$64,126.40	\$30.83	\$65,582.40	\$31.53	\$67,225.60	\$32.32	\$69,076.80	\$33.21
1 year to 2 years	\$76,440.00	\$36.75	\$78,166.40	\$37.58	\$80,121.60	\$38.52	\$82,326.40	\$39.58
2 years to 3 years	\$79,019.20	\$37.99	\$80,808.00	\$38.85	\$82,846.40	\$39.83	\$85,134.40	\$40.93
3 years to 4 years	\$81,577.60	\$39.22	\$83,428.80	\$40.11	\$85,529.60	\$41.12	\$87,900.80	\$42.26
4 years to 5 years	\$84,177.60	\$40.47	\$86,091.20	\$41.39	\$88,254.40	\$42.43	\$90,688.00	\$43.60
5 years to 6 years	\$88,795.20	\$42.69	\$90,812.80	\$43.66	\$93,100.80	\$44.76	\$95,680.00	\$46.00
6 years to 7 years	\$90,854.40	\$43.68	\$92,913.60	\$44.67	\$95,243.20	\$45.79	\$97,864.00	\$47.05
7 years to 8 years	\$92,913.60	\$44.67	\$95,014.40	\$45.68	\$97,406.40	\$46.83	\$100,089.60	\$48.12

8 years to 9 years	\$94,972.80	\$45.66	\$97,115.20	\$46.69	\$99,548.80	\$47.86	\$102,294.40	\$49.18
9 years to 10 years	\$97,032.00	\$46.65	\$99,216.00	\$47.70	\$101,712.00	\$48.90	\$104,520.00	\$50.25
10 years and over	\$97,240.00	\$46.75	\$99,444.80	\$47.81	\$101,940.80	\$49.01	\$104,748.80	\$50.36

Note:

Increases will be effective on the first payroll paid on or after the dates shown above.

Longevity

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

10 completed years	1.0%
15 completed years (+.5%)	1.5%
20 completed years (+.5%)	2.0%
25 completed years (+.5%)	2.5%

Upgrades

In the Patrol Division, when an employee is performing the duties of a sergeant, such employee is to receive sergeant pay.

In other work units, if a sergeant is off duty for one (1) week or more and is not replaced by another sergeant, an employee from that work unit shall be assigned and paid at the sergeant rate. Such assignment need not be by seniority.

APPENDIX B - SEVERANCE PAY SCHEDULE

This Schedule, marked Appendix B, is attached hereto and made a part of that certain Agreement between the City of Aurora and the Association of Professional Police Officers, Inc.

<u>Service</u>	<u>Rate</u>
25 years and over	5.5 months salary
20 years through 24 years	4 months salary
10 years through 19 years	2 months salary
5 years through 9 years	1 month salary

APPENDIX C - THE STRESS ASSESSMENT PROGRAM

The Stress Assessment Program is a service provided to assist individuals in the early identification of stress-related problems which place the individual at risk for using maladaptive and non-productive stress reduction tactics.

The Stress Assessment and Evaluation Program depends entirely on the responses given by the individuals involved. The responses and results of these assessments are strictly confidential. Those individuals who benefit most from these procedures approach this assessment as an opportunity to increase personal effectiveness, health and psychological well-being.

Potential benefits of Stress Assessment and Intervention are:

1. Increases ability of individuals to deal productively with stressful situations.
2. Reduced risk of stress-related illnesses.
3. Increased personal effectiveness due to ability to set and reach realistic and satisfying goals.
4. Reduced tension and irritability in interpersonal situations due to more effective conflict management skills.
5. Reduction of “professional burnout”.
6. Reduction of excessive employee turnover.
7. Reduction of sick days or absenteeism.

The Stress Assessment does not differentiate employees with poor work performance from those with good work performance. It can help identify employee problems in early stages and expedite intervention such as EAP.

A. Initial Screening

The first step in assessing level of stress and type of coping strategies utilized to decrease stress is the administration of the Recent Life Events Scale, a checklist developed to index the number of changes and/or adjustments the individual has had to make in the recent past. Research shows the stress levels are related to the number and magnitude of life changes.

The second part of the Initial Screening is an individual interview with a Psychologist or Social Worker to discuss the impact these events have had, and how the individual has tried to cope. Both positive coping strategies and maladaptive coping strategies such as substance abuse, “workaholism”, emotional abuse, family conflict, or risk taking behaviors are noted. The results of these two procedures are summarized in a confidential Evaluation Summary retained by the Provider.

B. Comprehensive Stress Evaluation

A comprehensive stress evaluation is recommended only for those individuals who are identified in the initial screening, as not coping well with high levels of stress. The Stress Mastery Profile is a comprehensive questionnaire which is computer scored and generates a report comparing the individual to a normal sample on such items as health maintenance behaviors, physical symptoms of stress, negative emotions (anger/irritability, depression/helplessness/worthlessness) work dissatisfaction, family dissatisfaction, “workaholic syndrome” and an evaluation of variety and diversity of coping strategies.

Specific recommendations are included in the Stress Mastery Profile results. The recommendations are presented in a written report to the individual after a one hour debriefing with a Psychologist or Social Worker regarding these results.

C. The Stress Assessment Program Costs

The current cost for the Initial Screening is \$50.00 per person and the Comprehensive Stress Evaluation is an additional \$80.00 per person, which cost may change from time to time.

These costs include materials, administration of questionnaires, clinical interviews and debriefing and for those completing the Comprehensive Stress Evaluation, a 20-30 page typewritten report, including specific identification of stressors and recommendations for positive stress reduction interventions.

APPENDIX D - DRUG AND ALCOHOL TESTING

A. Policy Statement

The City and Union agree that the use of illegal drugs, and the abuse of legal drugs and alcohol, by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public. 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 side effects of drug and alcohol abuse.

The Union and the City agree that it is in their best interest to establish a testing program that will allow the Employer to eliminate any such abuse by City employees.

B. Definitions

1. “Drug(s)” shall mean any controlled substance listed in the Illinois Controlled Substances Act, or substances submitted in any federal controlled substances laws, for which the person tested does not submit a valid predated prescription (See No. 12 re: prescription drugs). 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. However, the term “drug(s)” shall not include over-the-counter vitamins or supplements.
2. 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
Barbituates	Mescaline	Hash Oil
Gluethimide	Crack	Steroids
Phencyclidine	Benzodiazepines	Metamphetamine
MDMA	Synthetic/Semisynthetic Opiates	Hydrocodone
Oxycodone	Fenatanyl	Oxymorphone
Mathadone		

3. “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 drug and/or alcohol in his/her body. Where impairment exists [or is presumed pursuant to Subsection D (2) (b)], incapacity for duty shall be presumed.
4. “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 herein.
5. “Drug abuse” includes the use of 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 cannot be documented, which results in evidence of impairment while on duty.

6. "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 11 can be detected via breath/urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.
7. "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.
8. "On Duty"/"Work Day" shall mean during normal working hours, and includes "on call" and "standby" duty times, as well as overtime duty hours.
9. "Chief" means the Police Chief or his/her designee(s).

C. Prohibitions

Employees shall be prohibited from:

1. Consuming, possessing, selling, purchasing or delivering illegal drugs at any time.
2. Consuming or possessing alcohol at any time during the work day, on any of the City's job sites, including all of the City's buildings, properties, vehicles and the employee's personal vehicle, while engaged in the business of the City 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 K can be detected as provided in this Policy.
3. Failing to report to their supervisor 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.
4. Violation of these prohibitions will result in disciplinary action up to and including discharge in accordance with this Policy.

When an employee is required to have in their possession drug or alcohol as a part of their official duties (e.g. recovery of evidence, drug turn-ins, etc.) they shall not be in violation of this section. When an employee is required to consume alcohol as a part of their official duties they shall not be in violation of this section.

D. The Administration of Tests

1. Random Drug and Alcohol Testing

For random drug tests, the following conditions shall apply:

- a. The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program based on unique 3-digit identification numbers developed by the City for the random testing process. The City shall specify the percentage of the bargaining unit (which shall be at no more than 25%) that are to be tested annually, and the number of dates on which the body substance specimens are to be collected. The random number generator will then select the dates, the individuals to be tested on each date, including substitute individuals, and the shift and/or units on which the collections shall begin.

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

2. Reasonable Suspicion Testing

- a. Where there is reasonable suspicion that an employee is involved in drug or alcohol abuse, that employee may be required to report for drug testing. A supervisor must have confirmation of reasonable suspicion from either the Chief or his designee. The Union shall be notified and the City shall arrange for a drug/alcohol test. A supervisor shall inform the employee being ordered to submit to the test of his/her right to consult with a Union 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. The Union shall designate a list of alternative Union officers or members to be notified when an employee is being ordered to report for testing.
- b. On a case by case basis, an employee also may be required by his lieutenant to report for testing when the employee has suffered a workplace injury has been involved in an accident resulting in an injury to another person, or has been involved in an accident resulting in damage to property or vehicles reasonably estimated to be in excess of \$1,000.00. 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.
- c. 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.

- d. (i) When an employee is ordered to submit to testing, the employee may produce a valid, pre-dated prescription, at which time the determination is made whether the test shall be ordered. The City shall arrange for a drug/alcohol test.
(ii) If the employee has a valid, pre-dated prescription, but it is not in his possession, the employee will take the test as ordered, but may produce the prescription within 24 hours in order to defend himself and assist the City in determining whether there has been a violation of this Policy.

3. 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 influence of alcohol and/or use of drugs. Reasonable suspicion may be based upon the following:

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

4. Responding to an Order to Submit to Testing

- a. When an employee is ordered to submit to testing, the City shall as soon as possible, but normally no later than 12 hours, document the reasons for the order to test, and will provide the documentation to the employee within 24 hours of the test.
- b. The employee shall be permitted to consult with a representative of the Union at the time the order is given, but such consultation shall not delay testing.
- c. No questioning of the employee shall be conducted that is not consistent with the "Police Disciplinary Act."
- d. 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.

5. Conduct of Tests

In conducting the testing herein specified, the City shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, and has been 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 City 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 an independent doctor affiliated with the hospital contracted by the City to provide drug and alcohol testing 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 City and Union shall not use such information in any manner or forum adverse to the employee's interest.
- e. Require 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 City in connection with the testing and the results.
- g. Ensure that no employee is subject to any adverse employment action except emergency temporary reassignment or leave with pay during the pendency of any testing procedure. Any such emergency reassignment 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.

E. Drug Testing Standards

1. 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
Barbituates.	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

2. Confirmatory Test Standards.

Confirmatory Test Level

Amphetamines	500 ng/ml
Barbituates.	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
Opiate metabolites	2000 ng/ml
Phencyclidine.	25 ng/ml
Propoxyphene.	200 ng/ml

3. Modification of Standards

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

4. Breath Alcohol Testing

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

F. Voluntary Request for Assistance; Special Paid Leave of Absence Provisions.

1. The City shall take no adverse employment action against an employee who voluntarily seeks treatment, through the City’s employee assistance program (“EAP”) or through one of the City’s health care providers and/or referrals to other recognized or certified programs, for an alcohol, drug, or other addiction- related problem, other than that the City may place the employee on leave during treatment.

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 (e.g., post-accident), violation of Section C or if the employee acted in violation of rules of conduct which otherwise provide an independent basis for disciplinary action.

2. The City shall make available through its EAP a means by which the employee may obtain referrals and treatment, or when the employee is otherwise unfit for duty in his current assignment. All such requests shall be confidential.
3. When an employee is undergoing treatment for addiction issues and is unfit for duty in his current assignment as a result of such treatment, the employee shall be granted up to one hundred eighty (180) days of paid sick leave while he is receiving such treatment. At the request of the City, the employee will be required to furnish proof that he is receiving on-

going treatment. This special grant of up to one hundred eighty (180) days paid sick leave shall be viewed as a “lifetime” allowance and shall apply to receiving treatment for addictive behaviors in addition to drug and alcohol addiction. For example, if during the course of his career, an employee takes one hundred (100) days of paid sick leave based on treatment for addictive issues, that employee will be entitled to eighty (80) additional days of paid sick leave for subsequent treatment for addictive issues for the remainder of his career regardless of the nature of the addiction. After exhausting this leave, an officer may use any accumulated benefit time for such purpose.

G. Discipline

1. First Positive

In the first instance that an employee tests positive for drugs or if found to meet or exceed the breath alcohol level specified in Section K, the employee may be subject to a suspension not to exceed thirty (30) calendar days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

- a. Undergo appropriate treatment as determined by the physician(s) involved.
- b. Discontinue use of drugs or abuse of alcohol.
- c. Complete the course of treatment prescribed, possibly including an “after-care” group, for a period up to twelve (12) months.
- d. Submit to random testing during working hours for a period of up to twelve (12) months.

Employees who do not agree to the foregoing shall be subject to discipline, up to and including discharge. The City may use the positive test as evidence in any disciplinary proceeding. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence.

In the event an employee is subjected to a random test, and there is a confirmed breath alcohol concentration of .02 or more, but less than .04 (a “2-4 violation”), there shall be no discipline imposed for the first such result, provided the employee agrees to a counseling program as determined by the City. If the employee does not have a confirmed drug or alcohol result for a period of two (2) years from the date the employee has completed the counseling program, the 2-4 violation will be expunged. Any subsequent tests will be made pursuant to the random or reasonable suspicion standards of this policy.

2. Second or Subsequent Positive

Employees who test positive for the presence of drugs or alcohol a second or subsequent time (other than a confirmatory test) during the course of their employment shall be subject to discipline up to and including discharge.

H. Insurance Coverage

The City shall provide health insurance, which shall cover all or a portion of the cost of the EAP program. The insurance should provide for either out-patient or in-patient treatment.

I. Duty Assignment

If the nature of the EAP or treatment program allows the employee to continue to work during treatment, the City may maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes current 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 benefits during the period of his/her treatment leave.

Employee who voluntarily report to the Police 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.

J. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Police Chief, the Human Resources Director, and such other officials as have a need to know. If the employee consents in writing, tests results will be disclosed to the Union.

K. Alcohol Test Standards

Impairment due to alcohol use/abuse shall be presumed upon a confirmed breath alcohol concentration of .02 or more determined in accordance with the testing procedures outlined herein.

L. Prescription Drugs and Over-the-Counter Medication

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

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

M. Grievance Rights

Any employee or the Union covered by this Contract may file a grievance regarding this Section of the Contract, consistent with the grievance procedure in this Contract. Test results within the authorized limits of this policy shall not be used against the grievant.

APPENDIX E - PHYSICAL FITNESS PROGRAM

The Parties agreed to adopt, as minimum physical fitness standards, the five physical fitness standards established by the Illinois Local Governmental Law Enforcement Employees Training Board and used all Illinois Certified Basic Police Academies. Such standards shall apply to all employees hired by the City of Aurora on or after January 1, 1991. The tests and standards set forth in Appendix G to this labor agreement shall constitute the applicable tests and standards for said individuals.

Once each year, all employees covered under this Section shall be tested in accordance with the tests and standards set forth in Appendix G. An employee who fails to meet the standards set forth herein shall be subject to progressive discipline as herein set forth. Provided however, that such discipline will apply to failures to meet these standards only after a re-test taken after the first failure. Such re-test will be retaken within sixty (60) days of the initial test, or sooner if the employee so elects. The first failure after the retest will result in a verbal warning. The second failure and all subsequent failures will result in a written reprimand until such time as the employee passes all five standard tests. Failure to pass subsequent tests will be handled in the same manner with a verbal warning being issued upon the first failure to pass the standard test(s) and written reprimand(s) issued for the second and all subsequent failures of said tests. An employee who fails one or more of the tests will consult with a trained physical fitness person, either on the police force or at the YMCA, as to how to improve their fitness.

If an employee fails one, or more, of the tests by less than ten percent (10%), s/he may elect to retake such failed test(s) on the same day. If an employee fails one, or more, of the test(s) by more than ten percent (10%) s/he must retake the test(s) on a future date. The employee need only retake the test(s) which was failed. All such testing will be done during an individual's duty time.

If an injury results from physical fitness conditioning, and provided that reasonable good judgment is used during workouts, while preparing for taking a test, such injury shall be considered on-the-job injury if the test conditioning is being done at a recognized health club or YMCA; however, this shall not apply if the conditioning is in the nature of competitive sports such as football, baseball or basketball.

APPENDIX F - AUTHORIZATION FOR PAYROLL DEDUCTION

**ASSOCIATION OF PROFESSIONAL POLICE OFFICERS, INC.
AUTHORIZATION FOR PAYROLL DEDUCTION**

BY: _____
(Please Print) Last Name First Middle

To: CITY OF AURORA - AURORA POLICE DEPARTMENT

EFFECTIVE: _____
Date

I hereby authorize the City of Aurora to deduct from my earnings the amount of membership dues which may be established from time to time and certified in writing by the Treasurer of the Association of Professional Police Officers and further authorize the amount deducted to be paid to the Treasurer of the Union.

(Print Full Name)

(Signature)

(Date)

APPENDIX G - PHYSICAL FITNESS STANDARDS

Illinois Law Enforcement Training and Standards Board



Preface

The Illinois Law Enforcement Training and Standards Board, in recognizing the importance of physical fitness status for academy performance (and eventual job performance), has established the **Peace Officer Wellness Evaluation Report (POWER)** test for entering any of the Illinois certified police academies.

The POWER test will be provided to all candidates prior to entering the academy to see if each individual meets the standards. These fitness entrance requirements help to ensure that each recruit can undergo both the physical and academic demands of an academy without undue risk of injury and with a level of fatigue tolerance to meet all academy requirements. If the applicant does not meet all the standards, the recruit will not be allowed to enter the academy.

In an effort to brief police administrators and police applicants, this pamphlet will provide information on the rationale, purpose, testing and procedures, standards of performance and fitness activities to prepare for the POWER test. It is intended to answer the basic questions pertaining to all aspects of the fitness testing process. Any questions you may have about these standards should be directed to the Board's Office at (217) 782-4540.

Thomas J. Jurkanin, Ph.D.
Executive Director

What Is Physical Fitness?

Physical fitness is a health status pertaining to the individual officer having the physiological readiness to perform maximum physical effort when required.

Physical fitness consists of three areas:

- Aerobic capacity or cardiovascular endurance pertaining to the heart and vascular system's capacity to transport oxygen. It is also a key area for heart disease in that low aerobic capacity is a risk factor.
- Strength pertains to the ability of muscles to generate force. Upper body strength and abdominal strength are important areas in that the low strength levels have a bearing on upper torso and lower back disorders.
- Flexibility pertains to the range of motion of the joints and muscles. Lack of lower back flexibility is a major risk area for lower back disorders.

Why Is Fitness Important as a Job-Related Element for Law Enforcement Officers?

It has been well documented that law enforcement personnel (as an occupational class) have serious health risk problems in terms of cardiovascular disease, lower back disorders, and obesity. Law enforcement agencies have the responsibility of minimizing known risk. Physical fitness is a health domain which can *minimize the "known" health risks* for law enforcement officers.

Physical fitness has been demonstrated to be a bona fide occupational qualification (BFOQ). Job analysis that account for physical fitness have demonstrated that fitness areas are underlying factors determining the physiological *readiness* to perform a variety of *critical* physical tasks. These three fitness areas have also been shown to be predicative of job performance ratings, sick time, and number of commendations of police officers. Data also shows that the fitness level is predicative of *trainability* and academy performance.

Physical fitness can be an important area for minimizing *liability*. The unfit officer is less able to respond fully to strenuous physical activity. Consequently, the *risk of not performing physical duties* is increased.

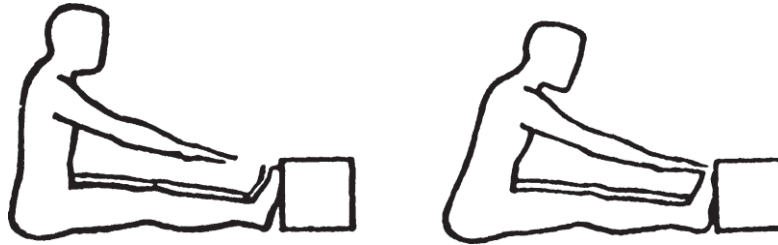
How Will Physical Fitness Be Measured?

The POWER test consists of four basic tests. Each test is a scientifically valid test. It is recommended that five minutes of static stretching, using techniques approved by the Board, be completed prior to each test. A five minute rest is recommended between each test with a fifteen minute rest before the 1.5 mile run.

The tests will be given in the following sequence with a rest period between each test.

1. **Sit and Reach Test**

This is a measure of the flexibility of the lower back and upper leg area. It is an important area for performing police tasks involving range of motion and is also important in minimizing lower back problems. The test involves stretching out to touch the toes or beyond with ex- tended arms from the sitting position. *The score is in the inches reached on a yard stick.*



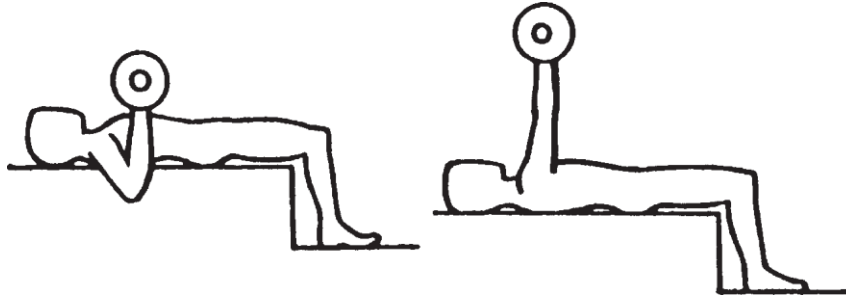
2. **Minute Sit-Up Test**

This is a measure of the muscular endurance of the abdominal muscles. It is an important area for performing police tasks that may involve the use of force and is also an important area for maintaining good posture and minimizing lower back problems. *The score is in the number of bent leg sit-ups performed in one minute.*



3. **Repetition Maximum Bench Press**

This is a maximum weight pushed from the bench press position and measures the amount of force the upper body can generate. It is an important area for performing police tasks requiring upper body strength. *The score is a ratio of weight pushed divided by body weight.*



4. **1.5 Mile Run**

This is a timed run to measure the heart and vascular system's capability to transport oxygen. It is an important area for performing police tasks involving stamina and endurance and to minimize the risk of cardiovascular problems. *The score is in minutes and seconds.*



What Are the Standards?

The actual performance requirement for each test is based upon norms for a national population sample.

The applicant must pass every test.

The required performance to pass each test is based upon age (decade) and sex. While the absolute performance is different for the eight categories, the relative level of effort is identical for each age and sex group. All recruits are being required to meet the same percentile range in terms of their respective age/sex group. The performance requirement is that level of physical performance that approximates the 40th percentile for each age and sex group.

POWER CHART

TEST	MALE				FEMALE			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
Sit and Reach	16.0	15.0	13.8	12.8	18.8	17.8	16.8	16.3
1 Minute Sit-Up	37	34	28	23	31	24	19	13
Maximum Bench Press Ratio	.98	.87	.79	.70	.58	.52	.49	.43
1.5 Mile Run	13.46	14.31	15.24	16.21	16.21	16.52	17.53	18.44