

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF AURORA
AND
MANAGEMENT / SUPERVISORY
PERSONNEL
OF THE
AURORA POLICE DEPARTMENT

Effective ~~June 1, 2013~~ June 1, 2017

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MEMORANDUM OF AGREEMENT

This Memorandum sets forth the understanding and agreement between the City of Aurora (herein "City") and management personnel (Lieutenants and Commanders), and supervisory personnel (Sergeants) of the Aurora Police Department as to their terms of employment salaries, benefits and general obligations. When specific to a rank the agreement will state the rank when it applies to all ranks the agreement will state "employees."

ARTICLE I – HOURS OF WORK AND EXTRA PAY

Section 1 Hours of Work

An employee's work week shall constitute forty (40) hours.

Section 2 Overtime

A. Generally

1. Employees required to work additional time at the end of his/her work day or additional time within 1 ½ hours before his/her workday shall receive compensation (time or money) for the actual time worked paid at the overtime rate.
 - a. For example, a sergeant who ends his shift at 2:00 and has a meeting at 2:00 that is considered a continuation of the shift and the sergeant will earn overtime for the actual hours worked not the minimum. A sergeant who ends his shift at 2:00 and has a meeting at 3:00, that is considered non-continuous of the shift and the sergeant shall earn the minimum 4 hours compensation for outside the city and 3 hours if within the city.
 - b. For the purpose of calculating overtime at the beginning of the shift the 20 minute reporting time shall be considered when the additional hours are on a regular day of work. There should be no pyramiding. For example, a sergeant who starts his shift at 1400 hours, but is required to report at 1340 hours is called to work at 1210 hours has earned 1 ½ hours of overtime as the start time was 1 ½ hours before the beginning of his shift and the reporting time is considered for this section. In the same scenario, except the sergeant is called to work at 1200 hours, he would earn the minimum compensation depending if the sergeant is called within the city or outside the city.
2. Employees required to work when there is a space of time after the end of his/her work day or more than 1 ½ hours prior to the beginning of his/her work day shall receive a minimum of three hours compensation (time or money), unless the sergeant or lieutenant is required to work outside the city of Aurora, then s/he shall receive a minimum of four (4) hours compensation (time or money). Compensation shall be paid at the overtime rate.
3. Overtime shall not be paid to correct an employee's error or omission.
4. If a sergeant or lieutenant is placed on stand-by for court, or other related activity, but never had to actually appear, s/he shall be compensated (time or money) with a minimum of three hours pay at the overtime rate of pay.
5. All time over eight (8) hours per day and forty (40) hours per week shall be overtime. All overtime work must be authorized by the Chief of Police or his/her designee. The regular straight time hourly rate of pay shall be computed by dividing the employee's annual salary by 2080.

B. Reporting Time

Each sergeant and lieutenant shall report to duty twenty (20) minutes before the start of his/her shift. Each sergeant and lieutenant will receive a reporting time stipend payable on the first in the first payroll period in March equivalent to that sergeant or lieutenant's current paycheck in March overtime rate times eighty (80) hours. Stipend to be paid with the first paycheck in March. The time is utilized for the transfer and distribution of previous shift information, assignments, issuance of equipment, for training & in-service education and such other administrative duties as required.

AFOA mMembers who notify the City by November 30th that they will be retiring effective on or before January 31st of the following year, will receive their reporting time stipend with the second paycheck in January.

C. Extra Duty

1. Whenever four (4) officers are assigned to special detail or extra job detail in the Uniform Patrol Division, then one (1) sergeant shall also be hired. Hiring for the aforesaid details shall be conducted pursuant to the internal hiring protocol utilized by the Aurora Sergeants Association.
2. Whenever four (4) officers are hired or flexed for special detail police duty in the Community Oriented Policing (COP) Section outside COPs normally scheduled working hours, then one (1) COP sergeant shall be hired or allowed to flex for said detail. Normal working hours shall consist of the hours between 1400 and 2300 Monday through Friday. If a COP sergeant is unavailable for said detail, then one (1) sergeant shall be hired pursuant to the internal hiring protocol utilized by the Aurora Sergeants Association.
3. Whenever four (4) officers are hired or flexed for special detail police duty in the Investigations Division outside their normally scheduled working hours, then one (1) Investigations Division sergeant shall be hired or allowed to flex for said detail. Normal working hours shall consist of the hours between 0800 and 1600 for officers assigned to dayshift Investigations Division and the hours between 1600 and 2400 for officers assigned to afternoon shift Investigations Division and the Special Operations Group. This section shall not apply in regards to officers assigned to Federal or State taskforces.
4. At the discretion of the Chief of Police or his designee, more sergeants may be assigned or hired to any event as circumstances may dictate.
5. All assignments and details hired for overtime shall be for a minimum of four (4) hours duration, payable at the rate of time and one-half (1 ½).

D. Weekend Duty Stipend

Each lieutenant and commander will work weekend duty on four (4) occasions annually. Weekend duty is defined as the period between 4:00 p.m. Friday to 8:00 a.m. Monday, of each respective weekend duty period. Due to the requirement to work weekend duty, each lieutenant and commander will receive a stipend equivalent to sixty (60) hours of straight time pay. Such stipend shall be paid the first full payroll period in June. The stipend will be paid whether or not a lieutenant or commander actually works four weekends during the calendar year.

E. Overtime Bank Reduction

At the time of promotion, the employee shall reduce his/her overtime bank(s) to eighty (80) hours or less. The overtime submitted shall be paid at the last rate of pay prior to promotion. The employee may retain a maximum of eighty (80) hours as compensatory time.

Section 3 Extra Duty

A. Acting Pay

On occasions when a sergeant is assigned to work in the capacity of a lieutenant, for a minimum of four (4) hours or one (1) complete work day, then the sergeant shall be paid at the lieutenant's rate of pay for all such hours worked in that acting capacity.

On occasions when a lieutenant is assigned to work in the capacity of a commander, for a minimum of eight (8) hours or one complete work day, the lieutenant shall be paid at the commander's rate of pay for all such hours worked in that acting capacity.

On occasions when a commander is assigned to work in the capacity of the chief, for a minimum of five (5) consecutive days, the commander shall be paid at the chief's rate of pay for all such hours worked in that acting capacity.

B. Paid Call Duty

A sergeant who is specifically assigned to be on "paid call duty" shall be required to keep a telephonic device able to be contacted on or near their person, to return all calls, and be fit and arrive for duty within a reasonable time. Compensation for paid call duty shall be earned in the form of money or compensatory time placed into the sergeant's straight time compensatory time bank. 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, such additional time shall be round up to the nearest hour and pay for that additional time shall be prorated. If an employee is entitled to other pay (i.e.: call out pay) they will not receive "paid call duty" pay for the time covered by other pay (no pyramiding). On the 26th pay period, the city shall pay out all straight time banks.

C. Field Training and Evaluation Program (Officer / Court Detention Technician) Pay

1. Sergeants who are assigned to the Field Training and Evaluation Program for recruit officers shall receive the following special pay every week that they are assigned a recruit, except as specified in paragraph (c):
 - a. Sergeants assigned one recruit shall receive two (2) hours pay at time and one half (1 ½) their regular hourly rate.
 - b. Sergeants assigned ~~two more than one~~ recruits shall receive ~~three-one (31)~~ hour pay at time and one half (1 ½) their regular hourly rate for each additional recruit assigned.
 - ~~b.c.~~ Sergeants shall receive one (1) hour pay at time and one half (1 ½) their regular hourly rate per month for each Probationary Officer they are assigned to monitor in "Step 5" of the FTO Program.
2. Sergeants who are assigned to administer a recruit in the Field Training and Evaluation Program for Court Detention Technicians (CDT) shall receive two (2) hours pay at their overtime rate for every week that they are assigned one or more recruit CDTs.

D. Translation Pay

The City will provide employees qualified as specified herein, with a sixty dollar (\$60) per pay period stipend (not used in computing overtime benefits or health insurance costs), for a recognized language (i.e.: Spanish, Polish, Hungarian, sign language) for purposes of serving the public, while on duty. Employees who receive such stipend shall be required to use their interpretive skills whenever requested. An initial skill examination will be given by an independent third party and will include oral interpretation skill as opposed to formal written skills. The results of this examination will determine if a sergeant is “qualified.”

Section 4 Shifts & Shift Bidding

A. Procedures

Sergeants shall bid by seniority on an annual basis. Prior to establishing the following year’s work schedule (shifts and days off), up to 3 representatives of ASA will participate in the annual work scheduling process. Parties acknowledge this provision satisfies the City’s bargaining obligation per ILRB # SCA-06-115.

B. Shift Change

The city will give sergeants sixty (60) and lieutenants thirty (30) days’ notice prior to the implementation of a change in shift.

C. Permanent Shift Bonus

Employees who are regularly scheduled to work a shift other than regular day shift, shall be paid one and three fourths percent (1.75%) shift bonus per bi-weekly payroll period. Should the permanent shift assignments be discontinued, the provisions of this section shall become null and void.

Section 5 Commanders Reclassification

Commanders serve at the discretion of the Chief of Police. Therefore, if a commander is reclassified from this rank to a lower rank for reasons other than misconduct, then said commander shall continue to receive commander pay for a period of one (1) month per year of service as a commander, up to a maximum of six (6) months.

ARTICLE II – HOLIDAYS

Section 1 Designated Holidays

A. Holidays – Time off or Pay

The following are recognized as paid holidays for employees:

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

Each employee shall receive seventy-two (72) hours of time added to his/her time bank in twelve (12) hour increments on the date of the designated holiday and may be used on or after that date. The employee may use the time as compensatory time off or additional pay. Designated Holiday time must be used in the calendar year if used as additional pay. Designated Holiday time may be carried only to the following year and may only be used for time off if carried to the following year. At the end of the following year the time that is not used is forfeited.

B. Holiday Stipend

The following holidays will be recognized in the holiday stipend.

Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

The cash value equivalent to ~~five-six (65)~~ holidays will be paid out and will not be available for time off. The cash value will be calculated at the employee’s hourly rate of pay, to include longevity, for a total of ~~sixty-seventy-two (6072)~~ hours of straight time pay. Such stipend will be paid on the first full payroll period in June with the first paycheck in December.

Section 2 Floating Holidays

Each employee will receive ~~fortythree two (3240)~~ hours of floating holiday time. Floating Holiday time is for time only and has to be used in the calendar year it is earned. Floating Holiday time is forfeited if not used in the calendar year.

Section 3 Holiday Time Use

Holiday Time (designated or floating) may be taken at times approved by the Chief. Employees may take holiday time (designated or floating holidays) in two (2) hour increments.

ARTICLE III – VACATIONS

Section 1 Earning Vacation Time

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

<u>Service Requirements</u>	<u>Vacation Earned</u>	<u>Personal Vacation Days</u>
1 Year through 5 years	2 weeks	
Beginning of 6 years thru 15 years	2 weeks	5 days
Beginning of 16 years	2 weeks	11 days
Beginning of 17 years	2 weeks	12 days
Beginning of 18 years	2 weeks	13 days
Beginning of 19 years	2 weeks	14 days
Beginning of 20 years	2 weeks	15 days
Beginning of 21 years and thereafter	2 weeks	15 days

Section 2 Personal Vacation Days

As above indicated, an employee shall be eligible for one (1) Personal Vacation Day (PVD) during the calendar year in which his/her 15th 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 and may not be turned in for cash during the year nor included in regular vacation picks. They must be taken separately as approved. Provided however, after all vacation picks have been taken, an employee may select his/her PVD in conjunction with his/her vacation. Any PVD not taken by December 31 of the year accrued, shall be paid out at straight time. Such pay out shall take place no later than February 28th.

Section 3 Vacation Time Usage

A. Time Off

Scheduling of vacation time shall be determined by and subject to the discretion of the Chief.

B. 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 vacation time off; provided however, employees who are selling back vacation time pursuant to the above must indicate their intent in writing. Furthermore, pay in lieu of vacation must be in increments of forty (40) hours only. The rate of vacation pay shall be at the employee's regular straight time rate of pay.

ARTICLE IV – SICK LEAVE

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. Provided, however, that no employee shall be eligible to receive said paid sick leave if the injury was incurred while engaged in an occupation or employment other than with the Aurora Police Department. After being off duty for sickness for more than three (3) days or for injury, the employee must obtain a release from his/her physician before returning to duty. The Chief of Police shall have the right to have an independent physician examine the employee to determine fitness for duty.

ARTICLE V – LEAVES OF ABSENCE

Section 1 Application for Leave

Employees may request unpaid leaves of absence by applying in writing to the Chief through the chain of command for approval or denial. The request shall state the reason the leave of absence is being requested and the approximate length the employee desires. Such leave will be covered by the Family and Medical Leave Act, where appropriate.

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

Any request for a leave of absence shall be answered promptly.

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

In addition to accruing seniority while on leave of absence granted under the provisions of this Agreement, employees shall be returned to the rank they held at the time the leave of absence was requested.

Section 2 Paid Leaves

A. Family Sickness and Death

1. Family Death

In the event of death in the family the employee shall be granted three (3) days leave of absence with pay to make necessary household adjustments, arrange for services or to attend funeral services. It is also understood that additional time may be granted upon the written request of the employee should there be unusual travel time required to attend a funeral or memorial service distant from Aurora.

The following family members qualify for the three (3) day death leave:

Employee's spouse, parents, children, grandchildren, current step-children, brother, sister, grandparents and current step-parents as well as the employee's spouse's parents.

The following family members qualify for one (1) day death leave:

Spouse's grandparents, employee's brother-in-law, employee's sister-in-law, former step-parent or former step-child.

2. Family Sick Leave

In the event of sickness in the family the employee shall be granted three (3) days leave of absence with pay to make necessary household adjustments, and/or arrange for medical services.

The following family members qualify for the three (3) day family sick leave:

Employee's spouse, parents, spouse's parents, children, current step-children, brother and sister.

The following family members qualify for one (1) day family sick leave:

Employee's grandparents, current step-parents, spouses' grandparents, grandchildren, employee's brother-in-law, employee's sister-in-law, former step-parent or former step-child.

Provided further, that employees may be granted additional time off with pay for emergency purposes in connection with death upon written application to and approval of the Chief of the Department. The application must be provided 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.

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

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. Education

Employees selected by the Chief of Police, 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 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 Chief of Police.

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; i.e., Waubensee or DuPage in Law Enforcement or Criminal Justice. The employee will be required to attend on his 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.

C. 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 said fees to the Finance Department.

Section 2 Unpaid Leaves

A. 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 Chief of Police 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 Chief of Police. One (1) year leave of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.

B. 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.

All employees covered in this Agreement will follow any additional provisions of this section in accordance with the APPO Labor Agreement.

ARTICLE VI – INSURANCE

Section 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

~~The City's "Plan C" and HMO complete group hospitalization coverage implemented effective 1-1-15 shall be continued for bargaining unit employees during the term of this Agreement; provided, however, 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, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc. ("Modifications") as the City deems appropriate ("Discretionary Authority"), so long as (i) the benefit levels for 2019 and 2020 are substantially the same as the 2018 level; 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 ~~Administrative Services employee~~Management Officer, and members of the City Council. ~~The City shall not increase deductibles, co-payment levels, out of pocket maximums, prescription and office co-pays, physician service co-pays, and/or facility co-pays by more than fifty (50%) per cent over the levels in place as of January 1, 2015. No changes, if any, will be effective prior to 2016. For reference purposes, the current plan design documents are attached to this Agreement as Appendix H. As to the specific items set forth below, employee contributions for 2019 shall be:~~

-1. Employee Premium Share

<u>Deductibles</u>		
<u>(a)</u>	<u>In Network</u>	<u>Out of Network</u>
	<u>\$ 750 (Single)</u>	<u>\$1,500 (Single)</u>
	<u>\$1,500 (Family)</u>	<u>\$3,000 (Family)</u>

Out of Pocket Maximums (include deductibles)

<u>(b) In Network</u>	<u>Out of Network</u>
<u>\$2,750 (Single)</u>	<u>\$4,000 (Single)</u>
<u>\$5,500 (Family)</u>	<u>\$8,000 (Family)</u>

(c) Prescriptions

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

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

The City's Discretionary Authority shall expire after the City implements Modifications, if any, for the ~~2017~~2020 plan year. The group hospitalization coverage implemented for the ~~2017~~2020 plan year shall be continued for bargaining unit employees during the remainder of the term of the Agreement then in effect, except as otherwise provided in the Agreement.

Sunset of Discretionary Authority: The expiration of the Discretionary Authority means that the Discretionary Authority shall not be viewed as the status quo imposing a breakthrough burden of proof on the employees in a subsequent arbitration.

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

Employees shall be required to pay a percentage of annual prevailing premium amounts as follows:

~~PPG-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 City 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 City 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

1. Upon ratification of this Agreement, the City and employees will establish an Insurance Cost Containment Committee, comprised of 3 representatives from the association, and 3 representatives of the City. In the event the City establishes such a committee including a number of its bargaining units, the sergeants, lieutenants and commanders 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 coverage, 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 employees with at least forty-five (45) days advance written notice of the changes. At the employee's request, the City and employees 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 sergeants determine 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-Five~~ Hundred & 00/100 (~~\$25~~00.00) Dollars 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. One-Time Payment for Switching from PPO to HMO

Upon ratification of this agreement, the City will provide bargaining unit members currently enrolled in the PPO Plan a one-time incentive payment for switching to the City's HMO Plan. This opportunity will remain open for a period of 14 days from ratification. Any employees who switches from PPO to HMO during this 14-day period shall be paid \$1,000 by the City, subject to withholding. In the event the employee switches back from HMO to PPO at either the fall, 2015 open enrollment, or the fall, 2016 open enrollment, the employee will re-pay the \$1,000 to the City.

I. High Deductible Health Care Plan

~~Effective January 1, 2015, and continuing at least through December 31, 2017, t~~The City will offer employees the opportunity to participate in a High Deductible Healthcare Plan (HDHP), ~~provided, however, the City reserves the right to make any changes, reductions, modifications, deletions or improvements with respect to the HDHP (including, but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), as it deems appropriate, so long as such changes are equally applicable to regular, non-~~

~~exempt and exempt full-time unrepresented City employees. The City shall not increase HDHP deductibles or out-of-pocket maximums for the term of this agreement. The HDHP plan benefits shall be substantially similar to the City's "Plan C" coverage effective 1/1/2014. For reference purposes, the HDHP plan summary is attached to this Agreement as Appendix H.~~

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 201~~95~~ and 20~~2016~~, 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.~~

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

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

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

~~In reaching this determination, the City's health insurance consultants shall compare the actual City costs for self-insured health insurance in the prior plan year (broken down into the various self-insured plans and coverage in a manner similar to how coverage premiums were initially determined) after taking into account the premiums paid by employees, to what the cost to the City would have been (broken down into the various self-insured plans and coverage in a manner similar to how coverage premiums were initially determined) had no City employees participated in the HDHP, and instead participated with the same coverage option (single, family, etc.) in the~~

~~highest City plan cost option outside of an HDHP that is self-insured (or highest City plan cost option outside of an HDHP assuming only the HDHP is self-insured) at the applicable premium and employee contribution rates. To the extent, if any, there is a dispute over how the City's health insurance consultants have reached their determination, such determination shall be upheld as long as the calculations and assumptions used are, in the aggregate, reasonable.~~

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

Section 2 Retired Employee Insurance

A. Coverage

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

1. For the retired employee alone: 22% of the prevailing annual premium, as adjusted from time to time;
2. For the retired employee plus spouse: 29% of the prevailing annual premium, as adjusted from time to time;
3. For the retired employee plus family: 31% of the prevailing annual premium, as adjusted from time to time;
4. 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. 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.

B. Supplemental Retiree Coverage

Supplemental coverage for retirees shall be as provided for in City of Aurora Resolution No. 91-389, dated December 3, 1991.

At age 65 or date of Medicare eligibility, the retired employee may elect to retain supplemental insurance coverage which the City has made available provided the retiree pays the prevailing annual premium of such supplemental coverage and such coverage shall be secondary to Medicare.

Secondary supplemental coverage to Medicare shall be available at twenty-two percent (22%) for retiree; twenty-nine percent (29%) for retiree +1 and thirty-one percent (31%) for retiree + family of the prevailing annual premium, as adjusted from time to time. The annual contribution increases will be capped at no more than fifteen percent (15%) of the prevailing premium per year.

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

C. Survivor's Coverage

The City agrees that the group insurance coverage provided above in Section 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 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 4 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.

Dental coverage in the City Plan shall be made available to qualifying retirees at the prevailing rate.

Section 5 115 Trust VEMA (Lieutenants and Commanders Only)

Effective January 1, 2019, upon ratification, the parties agree that the City shall participate in a 115 Trust Account which will replace the VEMA post-retirement health plan. The 115 Trust plan shall be subject to receipt and approval of a final plan document inclusive of the plan design below.

The plan will be applicable for Sergeants, Lieutenants and Commanders covered by this agreement. To implement the Plan, effective January 1, 2008 and Each year thereafter covered by this agreement, the City is authorized to contribute an amount equal to \$350 annually for each Sergeant, \$500 annually for on behalf of each Lieutenant and \$1000 annually for each Commander covered under this agreement to the Plan in accordance with the Plan document and applicable participation agreement.

Upon separation, the City shall contribute to the VEMA 115 Trust, as a City contribution, any comp. time remaining in their bank (Sergeants, Lieutenants, Commanders) at time of separation. A net severance payment equivalent to 100% of severance pay for Sergeants, 75100% of severance pay for Lieutenants and 75100% of severance pay for Commanders pursuant to Article IX, Section B and less any voluntary direct employee contribution to the City's regular health/dental plan will also be contributed to the account. If applicable, the City shall make the net severance payment to the 115 Trust VEMA in lieu of making a compensation payment to the employee. In addition, the employee shall be responsible for paying the cost of the applicable annual administrative fee to the 115 Trust VEMA. The parties agree to meet during the term of this agreement to discuss other elements of the plan that may arise. The City's City contribution to the 115 Trust VEMA will be no greater than what the City would have paid in salary cost if the 115 Trust VEMA had not existed.

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

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

ARTICLE VII – EMPLOYEE TESTING

Section 1 Physicals

Once each calendar year, each employee shall undergo a general physical examination with his/her personal physician. All costs for said examination shall be borne by the City, up to and including the following:

Physical Examination Components:

History/Physical exam by a physician

EKG

Vital signs including blood pressure

Urine dip test

Colon Cancer Test

Chest x-ray

Chemistry profile including the following:

Blood Sugar

Blood Urea Nitrogen (kidney disease and body imbalances)

Uric Acid (gout determination)

Calcium (bone growth, liver disease) phosphorus

SGOT (liver and heart disease) SGPT (liver disease)

Total Protein (liver disease, tumors) albumin (liver disease and chronic infections)

Cardiac Risk Profile:

Includes the following tests for cardiac risk factors:

1. Cholesterol
2. Triglycerides
3. Low density lipoproteins
4. High density lipoproteins
5. Stress test (if deemed necessary by physician)

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 will deliver to the City Human Resources Department a simple written statement from his/ her physician that he/she has been examined.

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

Section 2 Drug and Alcohol Testing

A. Policy Statement

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

B. Definitions

“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. 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		

“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), incapacity for duty shall be presumed.

“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.

“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.

“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.

“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.

“On Duty”/“Work Day” shall mean during normal working hours, and includes “on call” and “standby” duty times, as well as overtime duty hours.

“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. 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 employee 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 employees to be tested.

- d. Any employee selected who is on authorized time off which was applied for and approved prior to notice to the department of the date of the test shall be returned to the pool of employees for later random selection. Another employee, the next substitute on the random selection, shall be notified of the requirement to be tested. Any employee who requests leave of any type after the department has been notified of the testing date 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 employee so excused shall be required to report to the collection site on their first day back to work.
- e. When an employee is selected in the random process, he shall promptly report to the appropriate collection site upon the direction of his commanding officer or supervisor. The employee shall provide specimens of urine sufficient to allow for “split sample” collection and processing of the specimens.
- f. The City will direct the laboratory to provide the employee 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 of Police or his/her designee. The employee 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 sergeants, lieutenants or commanders 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 employee shall designate a list of alternative sergeants, lieutenants and commanders 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 supervisor 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. 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. Such production must occur at the time the testing order is given. The City shall arrange for a drug/alcohol test.

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 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 employees 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 levels set forth above will automatically be modified to conform to updated state or federal standards. The updated standards will go into effect when the City notifies the employees 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 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 or drug 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 3 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 Employee 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 11, 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.

2. Second or Subsequent Positive

Employees who test positive for the presence of drugs or alcohol a second or subsequent time 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.

An 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 Chief of Police, 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 Association.

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

With regard to prescription Drugs (which have been prescribed by a licensed medical doctor) and over-the-counter medication, it shall not be required that a copy of the prescription be presented to the Police Department where there are not known possible side effects that could reasonably impair a police employee while on duty. Where side effects usually will be caused by the medicine and/or they contain any of the ingredients listed in B1, the police employee is required to present it to the Police Department at the beginning of his shift. Where a prescription drug may cause impairment, and does not contain any of the ingredients listed in B1, it shall be up to the police employee whether to submit a copy of the prescription, but if he does not it is at his peril should it later be determined that there was impairment due to the prescription medication. (This gray area would apply to medicine such as allergy pills which make some people sleepy and have no side effects on others). Medicine bottle labeling should be a helpful guide on side effects.

M. Grievance Rights

Sergeants may file a grievance regarding this Section of the Agreement, consistent with the grievance procedure in this Agreement.

ARTICLE VIII – CONTINUING EDUCATION

Section 1 General Rules for Reimbursement

The City currently provides tuition reimbursement toward associate, bachelor, and master degrees within the following parameters and to the extent budgetary constraints allow. (Reimbursement for individual courses may also be available.)

Employees who enroll in a college-level or graduate-level degree program may request reimbursement of expenses as herein provided by submitting a written educational plan to the Human Resources Department at least four (4) weeks prior to the start of classes. The plan shall indicate the name of the college or university, the description of the course(s), the relation of the

course(s) to the employee's job duties, the degree sought, and the amount of tuition and required fees. Priority for reimbursement will be given to those employees who submit educational plans.

Employees may also request reimbursement of expenses for individual college-level, graduate-level or degree program classes. Such requests must be submitted in writing to the Human Resources Department at least four (4) weeks prior to the start of class(es). The request shall indicate the name of the college or university, the description of the course(s), the relation of the course(s) to the employee's job duties, and the amount of tuition and required fees.

Approval or disapproval of the reimbursement must be expressed in writing by the Director of Human Resources. If approved, the written notice will specify which classes will be reimbursed for the calendar year in which the request is made. The following factors shall be considered in granting or denying the request:

1. That adequate funding is available to make the reimbursement as herein provided.
2. That the course is related to the employee's job duties and would enhance the employee's level of performance.
3. That the employee has performed satisfactorily in the department for at least twelve (12) continuous months prior to making the request.

In the event approval is granted, employees are entitled to one hundred percent (100%) reimbursement of the cost of tuition and required fees (books not included) for the approved course(s) upon submittal of the following:

1. A signed, written statement that the employee understands and agrees to abide by the applicable provisions of the "Service Requirements" section of this plan.
2. Written certification that s/he has successfully completed the approved course(s) with a grade of "C" or better. In the event only pass or fail grades are given, a passing grade is required.
3. Original receipts for tuition and required fees.

Section 2 Service Requirements

A. Degree Program

An employee who is enrolled in a City-approved undergraduate degree, graduate degree or management program and is receiving reimbursement as provided hereunder for the course(s) taken shall be required to work for the City of Aurora one (1) additional year for each thirty (30) semester hours or equivalent completed. Such work requirement shall begin upon completion of degree or program. If the employee separates from service with the City of Aurora, whether voluntarily or by discharge, prior to completion, the employee shall be required to pay back to the City of Aurora the amount of reimbursement received for the last four (4) semesters or eight (8) quarters or six (6) terms of courses taken. Such work requirement shall begin upon completion of degree or program.

B. Individual Courses

An employee who has received reimbursement for a City-approved course as provided herein shall be required to work for the City of Aurora at least one (1) year following the submittal of the

certification of completion for the last course(s) taken. In the event the employee separates from service with the City of Aurora, whether voluntarily or by discharge, prior to completion of said one (1) year period, the employee shall be required to pay back to the City of Aurora the amount of the reimbursement received.

Section 3 Educational Incentive Bonus

Employees who have completed college degrees shall receive an annual bonus to be paid on payroll 12, as per the following:

Associates Degree	\$ 250
Bachelors Degree	\$ 500
Masters Degree	\$ 1,000

The above will not be considered part of the base.

Eligibility to receive bonus commences two (2) years after completion of the degree. For employees who have individually paid for said education, the delay for eligibility will be reduced in kind and to the extent that they have made such payment(s) based upon the number of semesters so paid toward their degree. (For example: An employee who pays for one quarter will begin receipt of bonus 1 ¾ years following completion of degree; an employee who pays for one semester will begin receipt of bonus 1 ½ years following completion of degree, etc.)

ARTICLE IX – MISCELLANEOUS BENEFITS

Section 1 Physical Fitness

The City shall reimburse employees for the cost of a membership in a private health club and/or a golf club upon presentation to the Human Resources Department of a paid receipt, up to a maximum of \$300 per year.

Section 2 Severance Pay/Final Pay

A. Severance Pay

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

Employees will be eligible for severance pay of one (1) week's pay for each year of completed service, subject to the maximum of twenty-five (25) weeks of pay.

To be eligible for severance pay as outlined above, an employee must have served twelve (12) months in the position from which s/he retires, unless retirement is necessitated by sickness or injury.

B. Final Pay

Upon honorable termination as a sworn City of Aurora Police Management Personnel, final pay shall include payment for all unused vacation, floating holidays, and personal days entitled to as

of January 1, of the calendar year in which termination occurs. Clothing allowance is not subject to proration. In addition, accrued and unused overtime and extra duty time will be paid. No service year proration additions or deductions shall be made. Any dispute over prior years eligibility for any of these benefits paid or unused shall be considered as having been resolved in prior years and shall not be a factor.

Section 3 Uniform and Clothing Allowance

An annual uniform and protective clothing allowance of \$~~2000~~^{1,500} shall be payable in one (1) installment, payable ~~with the first paycheck in the first full payroll period of~~ January in each calendar year. Stipends are not subject to proration.

ARTICLE X – SPECIFIC OBLIGATION OF EMPLOYEES

In addition to the efficient and loyal performance of the duties assigned to them by their employment, the rules of the Department and the Chief of the Department, the employees covered by the Memorandum expressly acknowledge their obligations as management and supervisory personnel. This includes their obligation to act to enforce, protect and preserve the provisions of the Management Rights clause of the Labor Agreement between the City and the Association of Professional Police Officers; to receive, transmit and carry out the lawful commands of the Chief of the Department, and to see that the same be executed by all of the personnel of the Department who are subject to the supervision and control of these employees; and to preserve the chain of command. The City does not prohibit management and supervisory personnel (Sergeants, Lieutenants and Commanders) from joining or remaining as members of any legitimate labor organization; but it is a condition of employment in management and supervisory ranks, and each Commander, Lieutenant and Sergeant agrees, that such employee shall not act as an employee of any union or labor organization of non-management level employees, nor participate in, aid, abet or cooperate with any strike, work stoppage, slowdown or other concerted action designed to or having the effect of depriving the City of Aurora of the services of the Police Department in its mission of law enforcement.

ARTICLE XI – EMPLOYEE RELATIONS COMMITTEE

A joint Police Management - Human Resources Department committee shall be established. Such committee to be composed of a maximum of three (3) representatives each, with these representatives to be selected and designated by the Police Management Group and the Director of Human Resources, respectively.

The Committee shall meet at such times as may be mutually agreed upon; but, in any event, at least once annually. The purpose of said meeting(s) shall be to discuss and attempt to resolve any problems or issues of common interest to the parties; thus reinforcing the climate of mutual understanding and respect. Whenever the Police Management Group or the Director of Human Resources desires such a meeting, they shall submit a written agenda to the other party setting forth the proposed subject matter(s) to be discussed, as well as a proposed date, time and location. Police Management representatives shall be granted time off with pay to attend these meetings.

ARTICLE XII – RECOGNITION

The City recognizes the Management Personnel as the exclusive bargaining agents for the purpose of establishing wages, hours of work and other working conditions as described herein for lieutenants and commanders.

The City recognizes the Aurora Sergeants Association as the exclusive bargaining agents for the purpose of establishing wages, hours of work and other working conditions as described herein for sergeants.

ARTICLE XIII – NON-DISCRIMINATION

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

ARTICLE XIV – MISCELLANEOUS

Section 1 Savings Clause

If any term or provision of the Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid federal or state law, including the State Statutes which govern the City's form of government, Civil Service and City Ordinances, such term or provision shall continue in effect only to the extent permitted by such law, provided that such term or provision cannot be amended to be applied and valid under such law. In addition, if any term or provision of the Agreement is or becomes invalid or unenforceable, such invalidity or un-enforceability shall not affect or impair any other term or provision of this Agreement.

Section 2 Pensionable Income

The City agrees to consider as pensionable all income which is legally allowable.

ARTICLE XV – GRIEVANCE PROCEDURE

Applicable to Sergeants Only

Section 1 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within thirty (30) calendar days after the occurrence of the event giving rise to the grievance or within thirty (30) calendar days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Aurora

Sergeant's Association (ASA) may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and ASA representatives involved in each Step.

Section 2 **Definition and Procedure**

A grievance is a dispute or difference of opinion raised by the ASA against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: The ASA shall submit the grievance in writing to the Chief of Police or his/her designee. The Chief of Police shall give his/her written answer within five (5) business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the ASA desires to appeal, it shall be referred by the elected representatives of the bargaining unit in writing to the Human Resources Director within five (5) business days after the Chief of Police's answer in Step 1. A meeting between the Human Resources Director, the Chief of Police and the elected representatives of the ASA shall be held within five (5) business days. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the ASA elected representatives. If no settlement is reached, the Human Resources Director shall give the City's written answer to the ASA elected representatives within five (5) business days following the meeting.

Arbitration: If the grievance is not settled in accordance with the foregoing procedure, the ASA may refer the grievance to arbitration within five (5) business days after receipt of the City's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the ASA representative shall have the right to alternately strike two (2) names from the panel one (1) at a time. The parties shall flip a coin to determine which party shall strike first. The winner of the coin toss shall have the option of striking first or passing the first strike to the other party. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the ASA requesting that he set a time and place, subject to the availability of the City and ASA representatives.

Section 3 **Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the ASA elected representatives and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision 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 an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application

of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 4 **Expenses of Arbitration**

The fees and expenses of the arbitrator shall be paid by the losing party if a decision is issued by the arbitrator. If a settlement is reached either prior to or during an arbitration the arbitrator's fees and expenses will be shared equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses and procuring its own copy of the transcript.

Section 5 **Employee Rights**

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

Section 6 **Discipline and Jurisdiction of the Grievance Procedure**

All disciplinary actions against sergeants covered by this Agreement shall be carried out in accordance with Department rules, regulations, orders, policies, procedures, City ordinances or State and Federal laws governing the investigation and discipline of unionized law enforcement employees.

The City shall adhere to the principles of progressive and corrective discipline. Disciplinary actions shall be designed to improve behavior and not merely punish the employee. The sergeants recognize that in some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. All disciplinary action shall be for just cause.

Notification of disciplinary action seeking a sergeant's termination, demotion or suspension shall be subject exclusively to the grievance procedure contained herein. Disciplinary grievances shall be filed at Step 2 of this Article, Section 2 of this Agreement.

A sergeant or the ASA on behalf of a sergeant shall have five (5) business days from written service of disciplinary action upon said sergeant to appeal under the grievance procedure. If the sergeant or the ASA does not so notify the Chief of Police in writing of the appeal, the action of the Chief of Police shall be final.

ARTICLE XVI – PERSONNEL FILES

Section 1 Limitation on Use of File Material

Any record of reprimand may be used for a period of time not to exceed two (2) years (four (4) years in the case of vehicle use violations) and shall thereafter not be used to support or as evidence of adverse employment action and at the employee's written request to Human Resources shall be removed from their personnel file. Any evidence of adverse employment action after seven (7) years from the date of imposition of said discipline and at the employee's request shall be removed from their personnel file. The preceding sentences are contingent on the employee having no other similar disciplinary actions during that period of time. Such documents will be maintained for the sole purpose of retention of evidence in the event the City needs such records to defend itself against allegations of discrimination and/or deprivation of civil rights.

Section 2 Photograph Dissemination

Subject to the Illinois Freedom of Information Act, no photograph of an employee shall be made available to the media without the express written consent of said employee.

Section 3 Notification

In the event the City or the Department receives a subpoena requiring the inspection, tender or submission of personnel, training, evaluative, disciplinary or investigative records and/or files (other than a subpoena directive which would specifically preclude disclosure), or receive a Freedom of Information Request (FOIA) request similar in nature the City will notify the affected employee within five (5) City business days of the presence of the subpoena or FOIA request. The City further agrees to provide the affected employee with a copy of said subpoena or FOIA request upon initial notification.

ARTICLE XVII – GENERAL

The pay schedule attached shall be effective June 1, 201~~3~~⁷ through May 31, 20~~17~~²⁰, and continue in effect thereafter until the City, by Resolution of the City Council, renegotiates same. Either party wishing to renegotiate the terms of this Agreement shall give written notice of such intent no later than March 30, 20~~17~~²⁰, to the other party. Such negotiations shall commence no later than thirty (30) days after delivery of said written notice, unless a later date is mutually agreed to.

IN WITNESS WHEREOF, the City of Aurora has caused this Memorandum to be signed by the Mayor and City Clerk; and the Commanders, Lieutenants, and Sergeants of the Aurora Police Department have delegated and authorized one (1) Commander, one (1) Lieutenant and one (1) Sergeant to sign on behalf of all this ____ day of _____.

FOR THE CITY OF AURORA

**FOR THE COMMANDERS, LIEUTENANTS
AND SERGEANTS OF THE AURORA
POLICE DEPARTMENT**

MAYOR

COMMANDER

CITY CLERK

LIEUTENANT

SERGEANT

APPENDIX A – WAGES

This Schedule of Wages, labeled APPENDIX A is attached to and made a part of that certain Memorandum of Agreement executed on ____, _____201~~5~~8, by and between the City of Aurora and the Sergeants, Lieutenants, and Commanders of the Aurora Police Department.

Schedule of Base Annual Rates

The annual rates are established based upon the applicable annual rate of pay for an officer at the 10 year step (regardless of the actual period of service for the individual officer) and a minimum percentage differential between the ranks in the Police Department shall be:

Sergeants	19%
Lieutenants	18% above a sergeant
Commanders	19% above a lieutenant

Longevity

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

	<u>Total</u>
10 completed years	1.0%
15 completed years (+.5%)	1.5%
20 completed years (+.5%)	2.0%
25 completed years (+.5%)	2.5%

~~APPENDIX B—INSURANCE~~

~~2015 Comprehensive Medical Plan C~~

~~HDHP~~

~~HMO~~

See attached.