

CITY RESPONSE TO UNION INITIAL
PROPOSAL FOR A
~~MEMORANDUM OF COLLECTIVE~~
BARBGAINING AGREEMENT

BETWEEN

THE CITY OF AURORA

AND

MANAGEMENT / SUPERVISORY
PERSONNEL

OF THE

AURORA POLICE DEPARTMENT

Effective ~~June~~ January 1, 2020 2025

Expires December 31, 2028⁴

TABLE OF CONTENTS [To be updated upon complete T/A]

MEMORANDUM OF AGREEMENT.....	1
ARTICLE I – HOURS OF WORK AND EXTRA PAY	1
Section 1 Hours of Work	1
Section 2 Overtime	1
A. Generally	1
B. Reporting Time	2
C. Extra Duty.....	2
D. Weekend Duty Stipend	2
E. Overtime Bank Reduction	2
Section 3 Extra Duty	3
A. Acting Pay	3
B. Paid Call Duty	3
C. Field Training and Evaluation Program Pay	3
D. Translation Pay	4
Section 4 Shifts & Shift Bidding	4
A. Procedures	4
B. Shift Change	4
C. Permanent Shift Bonus	4
Section 5 Commanders Reclassification	4
ARTICLE II – HOLIDAYS.....	4
Section 1 Designated Holidays	4
A. Holidays Time off or Pay	4
B. Holiday Stipend.....	5
Section 2 Floating Holidays	5
Section 3 Holiday Time Use	5
ARTICLE III – VACATIONS.....	5
Section 1 Earning Vacation Time	5
Section 2 Personal Vacation Days	5
Section 3 Vacation Time Usage	6
A. Time Off	6
B. Vacation Buy-Back	6
ARTICLE IV – SICK LEAVE	6
ARTICLE V – LEAVES OF ABSENCE	6
Section 1 Application for Leave.....	6
Section 2 Paid Leaves	7
A. Family Sickness and Death.....	7
B. Education	8
C. Jury Duty	8
Section 3 Unpaid Leaves	8
A. Education	8

B. Military Service	9
ARTICLE VI – INSURANCE.....	9
Section 1 Health Insurance	9
A. Plan Design	9
B. Employee Contributions	10
C. Section 125 (Flex Plan Contributions)	11
D. Compliance with Health Care Legislation.....	11
E. Insurance Cost Containment Committee	11
F. Opt Out of Insurance	11
G. High Deductible Health Care Plan	12
Section 2 Retired Employee Insurance	12
A. Coverage	12
B. Supplemental Retiree Coverage	13
C. Survivor’s Coverage	13
Section 3 Disabled Employee Coverage	13
Section 4 Dental Insurance	14
Section 5 115 Trust	14
ARTICLE VII – EMPLOYEE TESTING	15
Section 1 Physicals	15
Section 2 Drug and Alcohol Testing	16
A. Policy Statement	16
B. Definitions	16
C. Prohibitions	17
D. Administration of Tests	17
E. Drug Testing Standards	20
F. Voluntary Request for Assistance; Special Paid Leave of Absence Provisions.....	21
G. Discipline	22
H. Insurance Coverage	22
I. Duty Assignment	22
J. Confidentiality of Test Results	23
K. Alcohol Test Standards	23
L. Prescription Drugs and Over-the-Counter Medication	23
M. Grievance Rights	23
ARTICLE VIII – CONTINUING EDUCATION	23
Section 1 General Rules for Reimbursement	23
Section 2 Service Requirements	24
A. Degree Program	24
B. Individual Courses	25
Section 3 Educational Incentive Bonus	25
ARTICLE IX – MISCELLANEOUS BENEFITS	25
Section 1 Physical Fitness	25
Section 2 Severance Pay/Final Pay	25
A. Severance Pay	25

B. Final Pay	26
Section 3 Uniform and Clothing Allowance	26
ARTICLE X – SPECIFIC OBLIGATION OF EMPLOYEES	26
ARTICLE XI – EMPLOYEE RELATIONS COMMITTEE	27
ARTICLE XII – RECOGNITION	27
ARTICLE XIII – NON-DISCRIMINATION	27
ARTICLE XIV – MISCELLANEOUS	27
Section 1 Savings Clause	27
Section 2 Pensionable Income.....	28
ARTICLE XV – GRIEVANCE PROCEDURE	28
Section 1 Time Limit for Filing	28
Section 2 Definition and Procedure	28
Section 3 Authority of Arbitrator	29
Section 4 Expenses of Arbitration	29
Section 5 Employee Rights	29
Section 6 Discipline and Jurisdiction of the Grievance Procedure	29
ARTICLE XVI – PERSONNEL FILES	30
Section 1 Limitation on Use of File Material	30
Section 2 Photograph Dissemination	30
Section 3 Notification.....	30
ARTICLE XVII – GENERAL.....	30
APPENDIX A – WAGES	32
MOU 01 – HAZARD, RECOGNITION, AND RETENTION PAY.....	33

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 workday 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 in person 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 in person 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.

6. Scheduled / pre-arranged court or administrative hearings that take place over an electronic video platform (e.g. Zoom or Teams) shall be paid at a minimum of two hours at the employee's overtime rate of pay. If the time exceeds two hours the actual time spent shall be compensated at the employee's overtime rate.

5.

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 paycheck in the month of~~ March overtime rate times eighty (80) hours. The time is utilized for the transfer and distribution of previous shift information, assignments, issuance of equipment, for training & inservice education and such other administrative duties as required. The stipend payment shall be on a check (or electronic transfer) and separate from the employee's regular paycheck.

Members 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 hired for a~~ 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. [THIS IS PACKAGED AS A QUID PRO QUO FOR THE UNION'S PROPOSAL FOR FTO PAY]
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 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 regard 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).

~~— For City of Aurora Sponsored Special Events occurring outside the normally scheduled hours of the Special Events Sergeant, where four (4) or more officers have been hired, the Special Events Sergeant shall generally work the event. With regard to parades, the traffic sergeant may also work the event prior to hiring any additional sergeants. In the event the Special Events Sergeant is unavailable to work a City of Aurora Sponsored Special Event, the position shall be filled pursuant to the internal hiring protocol utilized by the Aurora Sergeants Association. To meet the operational needs of the event as determined by the Special Services Lieutenant, additional sergeants shall be hired pursuant to the internal hiring protocol utilized by the Aurora Sergeants Association. For the purpose of this Section, City of Aurora Sponsored examples of Special Events include but are not limited to: First Amendment Demonstrations, The Independence Day Parade and Fireworks, Pride Parade, Fiestas Patrias, St. Patrick's Day Parade, Memorial Day Parade, Veterans Day Parade, Winter Lights Parade, and Friday after Thanksgiving ("Black Friday"). Additional events may be included as City of Aurora Sponsored Special Events with the mutual agreement of the Chief of Police and the ASA. of Aurora Sponsored or other large scale special events (Collectively "Special Event")s occurring outside the normally scheduled hours of the Special Events Sergeant, where four (4) or more officers have been hired, the Special Events Sergeant shall generally work the event. In the event the Special Events Sergeant is unavailable to work a City of Aurora Sponsored Special Event, the position shall be filled pursuant to the internal hiring protocol utilized by the Aurora Sergeants Association.~~

~~— To meet the operational needs of the event as determined by the Special Services Lieutenant, additional sergeants shall be hired pursuant to the internal hiring protocol utilized by the Aurora Sergeants Association. For the reference purposes, purpose of this Section, City of Aurora Sponsored Special Events include but are not limited to tare: The Independence Day Parade and Fireworks, Pride Parade, Fiestas Patrias, St. Patrick's Day, Memorial Day, Veterans Day, Winter Lights Parade, and Friday after Thanksgiving ("Black Friday"). Additional events may be included as City of Aurora Sponsored Special Events with the mutual agreement of the Chief of Police and the ASA.~~

~~7. Whenever four (4) officers are assigned to special detail hired for an extra job detail that is not associated with any division, such as non-city sponsored events, events at RiverEdge park that are not covered by another section of this Agreement, or extra jobs, 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. For the purposes of this Section, if positions originally intended to be filled by officers go unfilled and are subsequently filled by sergeants to meet the staffing requirements, that will not prevent a supervising sergeant being hired pursuant to this section.~~

~~7. Whenever four (4) officers are hired assigned to aspecial detail or extra job detail that is not associated with any division, such as non-city sponsored events, events at RiverEdge Park that are not covered by another section of this Agreement, or extra jobs, 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. For the purposes of this Section, if positions originally intended to be filled by officers go unfilled and are subsequently filled by sergeants to meet the staffing requirements, that will not prevent a supervising sergeant being hired pursuant to this section.~~

Remote Assignments

A. The City will pay an employee at the overtime rate for the actual time that employee who is off duty is required to perform an assignment that can be completed remotely and is tied to the requirements of the employee's duties, beyond simply providing information. Payment will be made in ¼ hour increments.

B. For any meeting or hearing where an off-duty employee is offered the option to appear onsite or remotely via Zoom or a similar remote medium and chooses remote participation, that employee shall be paid at the overtime rate for the actual time of remote participation, payable in ¼ hour increments.

C. For any meeting or hearing where an off-duty employee is required to appear remotely via Zoom or a similar medium, that employee shall be paid at the employee's overtime rate for the time the employee is on the call, that employee shall be paid at the overtime rate for the actual time of remote participation payable in ¼ hour increments.

5.

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

An employee may elect to take a cash payout of time accumulated in his/her overtime bank to reduce the balance at any time.

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 more than one recruit shall receive ~~one (1)~~ two (2) hours pay at time and one half (1 ½) their regular hourly rate for each additional recruit assigned.
 - 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.” Effective January 1, 2026, the Spanish stipend will increase to \$100.00 per pay period.

E. Specialty Units

If the number of any sergeants assigned to of the special units identified in Section 6.1 of the APPO CBA (meaning, those units other than patrol), or specialty assignments consisting solely of sergeants, including but not limited to the special events sergeant and the patrol administrative sergeant, are either eliminated or reduced in authorized strength, then at the request of the Union, the parties will engage in impact bargaining in connection with such action.

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. The City will make reasonable efforts to have the following year’s work schedule available for sergeants to begin the bidding process by November 1st the preceding year.

B. Shift Change

The eCity 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. For the purposes of this section, the term, “other than regular day shift” shall mean a shift which begins outside the hours of 0500-0959, not including reporting time as required by Section 2 Paragraph B.

Section 5 Commanders Reclassification

~~Commanders serve at the discretion of the Chief of Police.~~ The Police Chief in the Chief’s discretion may demote any commander to the rank of lieutenant for failure to properly or adequately perform the duties of the position, or for other just cause. ~~if or for other just cause.~~ 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

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.

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

The cash value equivalent to seven (7) 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 eighty-four (84) hours of straight time pay. Such stipend will be paid with the first paycheck in December.

Section 2 Floating Holidays

Each employee will receive forty (40) 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 or may be taken for cash. . However, any member validly opting out of the Section 115 Trust at the time of its creation in accordance with IRS regulations shall be paid for any earned but unused vacation and PVD time as of December 31st of each year. Said payment shall occur no later than February 28th of the following year and any vacation and PVD time shall be paid at the straight time rate of pay. 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.

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. 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 release must be documented on either (i) the Duty Status Report, or (ii) a separate form certifying the employee is able to return to full duty. If the illness or injury is non-work related, the release to return to work may be documented on either the Duty Status Report, or a separate form from the employee's treating or attending physician or medical provider. The Chief of Police shall have the right to have an independent physician examine the employee to determine fitness for duty. The Union would proposes including a family sick leave provision to this Agreement to comply with Illinois law. We believe some table talk on this subject would be helpful

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 City will continue to observe the requirements of the Illinois Bereavement Leave Act, as may be amended from time to time.

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

Employee's spouse, parents, children, grandchildren, current stepchildren, 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 stepchildren, 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 3 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

All plans currently in effect shall remain in effect through the life of the contract. 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 2023 and 2024 are substantially the same as the 2022 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 Chief Human Resources Officer, the City’s Chief Management Officer, and members of the City Council. As to the specific items set forth below, employee contributions for 2020 shall be:

1. Employee Premium Share

Deductibles

(a)	In Network	Out of Network
	\$ 750 (Single)	\$1,500 (Single)
	\$1,500 (Family)	\$3,000 (Family)

Out of Pocket Maximums (include deductibles)

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

(c)	Prescriptions	
	Prescription Co-Pays at Retail:	\$ 8.00 per script, per month or generics
		\$ 50.00 for preferred
		\$100.00 for non-preferred
	Mail Order 90-Day Supply:	\$ 16.00 generics
		\$100.00 preferred
		\$200.00 non-preferred

The City's Discretionary Authority shall expire after the City implements Modifications, if any, for the 2024 plan year. The group hospitalization coverage implemented for the 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.

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, nonexempt and exempt full-time unrepresented City employees.

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

B. Employee Premium Contributions

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

~~OAP or HDHP: 16.5% of the premium equivalent costs for employees taking: Employee, Employee plus Children, and Employee plus Spouse plans; 16.5% of the premium equivalent costs for employees taking Family plan.~~

~~HMO: 16.5% of the premium equivalent costs for all plans: Employee, Employee plus Children, and Employee plus Spouse, and Family.~~

Effective June 1, 2021, employees shall pay 16.5% of the premium equivalent costs for all plans. Effective January 1, 2026, employees shall pay 18% of the premium equivalent costs for all plans. Effective January 1, 2027, employees shall pay 20% 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. The language in this Section relative to Plan Design changes being equally applicable to "other affected employees" shall not apply to employee premium contributions.

Such contributions are to be made by deducting the appropriate percentage from the employee's bi-weekly paycheck. The language in Section 6.1A relative to Plan Design changes being equally applicable to "other affected employees" shall not apply to employee premium contributions.

C. 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.

D. 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, including but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange.

E. 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.

F. 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 ~~\$500.00 the sum of Five Six Hundred & 00/100 (\$5600.00) 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.

G. 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. Beginning plan year 2021, 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	\$1,625
Employee plus one child	\$2,125
Employee plus spouse	\$2,250
Family	\$3,250

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. 91389, 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

Effective January 1, 2019, the parties agree that the City shall participate in a 115 Trust Account which will replace the VEMA post-retirement health plan.

The plan will be applicable for Sergeants, Lieutenants and Commanders covered by this agreement. 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 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 promotion to the next rank, any comp time over 80 hours in a member's bank shall be mandatorily deposited into the 115 Trust at the current rate of pay on that last day in rank prior to promotion. This applies to the rank of Sergeant, Lieutenants and Commanders.

Upon separation, any earned but unused/unpaid comp time, vacation, PVD balances, and any current year designated holidays remaining at the date of separation shall be mandatorily deposited in the members' 115 trust account. A net severance payment equivalent to 100% of severance pay for Sergeants, 100% of severance pay for Lieutenants and 100% 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 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. The parties agree to meet during the term of this agreement to discuss other elements of the plan that may arise. The City's contribution to the 115 Trust will be no greater than what the City would have paid in salary cost if the 115 Trust had not existed.

The City is the plan sponsor but is not a licensed provider of 115 Trust account 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
Barbiturates	Mescaline	Hash Oil
Glutethimide	Crack	Steroids
Phencyclidine	Benzodiazepines	Methamphetamine
MDMA	Synthetic/Semisynthetic Opiates	Hydrocodone
Oxycodone	Fentanyl	Oxymorphone
Methadone		

“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
Barbiturates.	300 ng/ml
Benzodiazepines	300 ng/ml
metabolites.	300 ng/ml
	Cocaine

Marijuana metabolites	50 ng/ml
Methadone	300 ng/ml
.....	300 ng/ml
Opiate metabolites	2000 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	300 ng/ml
<u>Standards.</u>	<u>Confirmatory Test</u>

Confirmatory Test Level

Amphetamines	500 ng/ml
Barbiturates.	200 ng/ml
Benzodiazepines	200 ng/ml
metabolites.	150 ng/ml
Marijuana metabolites	15 ng/ml
Methadone	200 ng/ml
.....	200 ng/ml
Opiate metabolites	2000 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	200 ng/ml

2. 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).

3. Breath Alcohol Testing

The City will test for the presence of alcohol through the use of a breathalyzer, and the testing will be conducted in a private setting 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 ongoing 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 outpatient 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:

<u>Associates Degree</u>	<u>\$ 250</u>
<u>Bachelor's Degree</u>	<u>\$ 500</u>
<u>Master's Degree</u>	<u>\$ 1,000</u>

~~Beginning in 2022, the following increases will apply:~~

<u>Associates Degree</u>	<u>\$ 300</u>
<u>Bachelor's Degree</u>	<u>\$ 600</u>
<u>Master's Degree</u>	<u>\$ 1,200</u>

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.)

Section 4 Police Supervision/Management Certification

At the discretion of management and within budget limitations, Each sergeants, lieutenants, and commanders shall have the opportunity to complete a supervision course including, but not limited to, Supervision of Police Personnel at the Northwestern University Center for Public Safety (“supervisor training”) or other similar program approved by the Chief of Police. Subject to these same limitations, Lieutenants and commanders shall have the opportunity to attend Northwestern Staff and Command, the FBI National Academy, or other similar leadership/management development program approved by the Chief of Police (“management training”). Employees who have completed “supervisor training” shall have an additional 1% added to base pay. Employees who have completed “management training” shall have an additional 1% added to base pay. Employees who have completed both “supervisor training” and “management training” shall have 2% added to base pay.

ARTICLE IX – MISCELLANEOUS BENEFITS

Section 1 Physical Fitness

The City shall reimburse employees for the cost of (a) a membership in a private health club and/or a golf club or (b) subscriptions to a recognized remote fitness program (such as Peloton), 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 shall be payable in one (1) installment, payable with the first paycheck in January in each calendar year. Stipends are ~~not~~ subject to proration for newly promoted sergeants. The proration will begin the first full month after the effective date of the promotion. The City will amend its policy to allow the use of Blauer FlexRS pants and shirt.

Section 4 Police Counseling

The primary purpose of 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 a licensed counselor or psychologist 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, and the Chief concludes there is reason to believe the impact may have caused a particular emotional impact on the officer. -
~~Accidents in which death or life threatening injuries occur.~~
2. 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 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~~ [Applicable to Sergeants Only, subject to the Section 7 Exception](#)
~~{The Union asserts this is a permissive subject of bargaining}~~

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 or Illinois Labor Relations Board 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 Chief of Police shall have the final authority to impose all discipline up to and including termination of employment of covered 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.

Section 7 Lieutenant – Commander Limited Grievance Right.

Notwithstanding the limitation in this Article, lieutenants and commanders shall have the right to utilize the grievance procedure to and including arbitration in the event of a dispute concerning their pay or benefits.

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.

The City employer shall follow the rules regarding the Personnel Record Review Act (820ILCS 40/) and the record retention requirements of 50 ILCS 205/25. Neither shift level counseling nor divisional discipline shall be admissible in a disciplinary arbitration or considered for employment decisions such as specialty assignments and promotion after 18 months, or after three (3) years in the case of a recurring deficiency.

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.

Section 4 **OPS Investigatory Files**

Upon the request of the Union, copies of all OPS files and documents related to a disciplinary investigation shall be furnished to the Union at least five (5) days before the pre-disciplinary conference.

ARTICLE XVII – GENERAL

The pay schedule attached shall be effective January 1, ~~2022-2025~~ through December 31, ~~2024~~2028, 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 Oct. 31, ~~2024~~2028, 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 THEREOF , 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, (1) Lieutenant, and (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 June 1, 2022, 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 for Tier I officers and top-out pay for Tier II officers under the APPO contract~~ (regardless of the actual period of service for the individual officer). ~~and a minimum~~ The percentage differential between the ranks in the Police Department shall be:

Sergeants	19%
Lieutenants	18% <u>19%</u> above a sergeant. <u>The differential will increase to 19% effective 1-1-26.</u>
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% <u>2.0%</u>
15 completed years (+.5%)	1.5% <u>3.5%</u>
20 completed years (+.5%)	2.0% <u>5.0-%</u>
25 completed years (+.5%)	2.5% <u>5.5%</u>

MEMORANDUM OF UNDERSTANDING NO. 1 -- HAZARD PAY, RECOGNITION, AND RETENTION INCENTIVE PAYMENT

A. ~~— In recognition of the special challenges and hazards faced by bargaining unit members during the ongoing pandemic, and to encourage the retention of experienced officers during the coming years:~~

1. ~~— On a non-precedent setting basis, the City will make a one-time payment of \$4,000.00 to all Sergeants, Lieutenants, and Commanders, active, promoted or retired, who were employed on or after March 9th, 2020, the date Governor Pritzker declared a State of Emergency in Illinois due to the Coronavirus pandemic. The City will make a one-time payment of \$1,000 to all active, retired and promoted Sergeants, Lieutenants, and Commanders who were employed on or after January 1, 2022 through May 1, 2022.~~

~~These payments will be processed in conjunction with the processing of back pay, minus all applicable Federal and State withholding requirements.~~

2. ~~— For this contract, on a non-precedent setting basis, the City will provide one or more lump-sum retention payments to “Retirement Eligible Officers” as follows:~~
 - (a) ~~Retention bonuses apply to member’s that have 20 years of credited pension service and are eligible for a 20-year service pension by the end of calendar year 2022 or 2023. It does not include those in the process of paying for service they are currently buying back.~~
 - (b) ~~A “Retirement Eligible Officer” (REO) is a Sergeant, Lieutenant, or Commander who, on or after January 1, 2022, currently has 20 years of pension creditable service (including service with another police department), or who achieves 20 years of such pension creditable service during 2022 or 2023.~~

~~(c) If an REO continues working for APD on a full-time basis through December 31, 2022, such officer will receive a retention payment of \$4,000.00, payable on or before the first payroll run in February 2023 or at retirement, whichever date comes first.~~

~~(d) If an REO continues working for APD on a full-time basis through 2023, that officer will receive a retention payment of \$6,000.00, payable on or before the first payroll run in February 2024, or at retirement, whichever comes first.~~

~~(e) If an officer becomes an REO during 2023, and works through 2023, that officer will receive a retention payment of \$6,000.00 payable on or before the first payroll run of February 2024, or at retirement, whichever comes first.~~

EXAMPLE:

~~1) — Officer Charlie Horse has reached his 20th anniversary prior to January 1, 2022. If he remains employed through December 31, 2022, he will receive a \$4000.00 payment. If Officer Horse remains employed through December 31, 2023, he will receive a second payment of \$6000.00.~~

~~2) — Officer Jane Doe reaches her 20th anniversary on July 1st, 2022. If she remains employed through December 31, 2022, she will receive a \$4000.00 payment. Should Officer Jane Doe remain employed through December 31, 2023, she will receive a second payment of \$6000.00.~~

~~1) — Officer John Doe reaches his 20th anniversary on March 1, 2023. If he remains employed through December 31, 2023, he will receive a \$6000.00 payment.~~

Appendix ~~AB~~ MEMORANDUM OF UNDERSTANDING
BODY WORN CAMERAS (BWC)

The parties have engaged in impact bargaining over the City's implementation of the statutory requirements for the use of body worn cameras. As a result, the City has implemented Policy No. 434.

In the event the City modifies the BWC Policy, it will notify the Union and give the Union an opportunity to engage in impact bargaining regarding the Policy modification.

APPENDIX — 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. The tests and standards set forth in Appendix G to this labor agreement shall constitute the applicable tests and standards for said individuals. [New Standards]

Employees covered under this Section may be tested from time to time in accordance with the tests and standards set forth in Appendix —. 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.

3) —

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.

City Counter marked 4-19-25

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.