

**City
of
Aurora**

**Non-Exempt
Pay Plan**

2019

01/1/2019

TABLE OF CONTENTS

ARTICLE I	4
GENERAL PROVISIONS	4
SECTION A. Application and Interpretation	4
SECTION B. Definitions	4
SECTION C. Conversion of Base Annual Salary Rates	5
SECTION D. Increases in Pay	5
SECTION E. Decreases in Pay	6
SECTION F. Transfer	6
SECTION G. Payroll Records	6
ARTICLE II	7
NON EXEMPT SERVICE	7
SECTION A. SCHEDULE OF POSITION GRADES	7
SECTION B. Schedule of Salary Grades	7
SECTION C. Longevity	7
ARTICLE III	7
BENEFITS	7
SECTION A. General Provisions	7
SECTION B. Health Insurance	8
1. Employee Coverage	8
2. Premiums	8
3. Dental	9
4. Cafeteria Plan	10
5. Unpaid Leaves	10
6. Part-Time Employee Coverage	10
7. Disabled Employee Coverage	10
8. Continued Health Coverage Under Cobra	10
9. Compliance with Health Care Legislation	10
SECTION C. Retiree Health Insurance	11
1. Retired Employee Coverage	11
2. Retiree Supplemental Coverage	11
3. General Information	12
SECTION D. Time Off	13
1. Vacations	13
2. Holidays	14
SECTION E. Paid Leaves of Absence	15
1. Sick Leave	15
2. Elections	17
3. Family Death	17
4. Serious Illness or Surgery	18
5. Jury Duty	18
6. Maternity Leave	18
7. Paternity Leave	18
8. Military Leave	18
9. Victims' Economic Security and Safety Act (VESSA)	19
10. Family Medical Leave Act (FMLA)	19
SECTION F. On-the-Job Injury	20
SECTION G. Other Benefits	20
1. Alternative Work Schedules	20
2. Compensatory Time-Off	20
3. Conferences/Seminars	21
4. Education	21
5. Employee Assistance Program	22
6. Interpreters Stipend	22
7. Life Insurance	22
8. Overtime	23
9. Shift Differential	23
10. Temporary Assignment	23

11. Training Pay.....	23
12. Separation Pay	24
13. Unpaid Leave	24
14. Physical Examination.....	25
ARTICLE IV	25
OTHER	25
SECTION A. Grant Positions	25
SECTION B. Seasonal Employees	26
SECTION C. Interns.....	26
SECTION D. Miscellaneous.....	26
SECTION E. Work Week.....	27
SECTION F. Schedule of Salary Grades and Wage Rates.....	27
ARTICLE V	28
DRUG/ALCOHOL FREE WORKPLACE POLICY	
SECTION 1. Policy Statement.....	28
SECTION 2. Definitions.....	28
SECTION 3. Prohibitions	29
SECTION 4. The Administration of Tests.....	30
SECTION 5. Conduct of Tests	31
SECTION 6. Drug Testing Standards.....	32
SECTION 7. Alcohol Test Standards	33
SECTION 8. Voluntary Request for Assistance	33
SECTION 9. Discipline	33
SECTION 10. Insurance Coverage	34
SECTION 11. Duty Assignment.....	34
SECTION 12. Confidentiality of Test Results.....	34
EXHIBIT A	35
SCHEDULE OF POSITION GRADES.....	35
EXHIBIT B	37
SCHEDULE OF SALARY GRADES	37

ARTICLE I

GENERAL PROVISIONS

SECTION A. Application and Interpretation

Persons employed in positions listed in the salary schedules set forth herein shall be subject to the provisions of this Salary Plan and shall be paid at a step in the appropriate salary grade assigned to their respective positions. Such persons are “At Will” employees whose compensation and employment may be terminated with or without cause, and with or without notice, at any time, at the option of either the City of Aurora or the employee. No property rights, employment contracts, or other contractual rights shall vest in any employee by the terms of said Plan or as a result of the adoption of this Plan.

It shall be the responsibility of each department director to ensure full compliance with all provisions of this Salary and Benefit Plan. The Director of Human Resources shall determine the proper interpretation and application of each provision of the Plan, which determination shall be final and binding on the department directors and employees affected thereby.

All benefits adopted hereunder are unilaterally granted by the City as voluntary benefits of qualifying employment and shall remain in effect as herein provided only until such further action by the City Council shall amend or abolish same. No property or contractual rights shall vest in any employee by the terms of said Plan or as a result of the adoption of this Plan. Provided, however, that upon separation from employment, qualifying employees shall be entitled only to the payment of benefits in accordance with the terms of any said Plan in effect at such time of separation.

SECTION B. Definitions

Adjustment in Salary – a change in salary rate as provided below in Sections D and E.

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

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

Creditable Service – active service in a position listed in the salary schedules as set forth herein. Creditable service shall not accrue during an unpaid leave, suspension or other unpaid absence in excess of thirty (30) calendar days. An employee returning to City employment within twelve (12) months of prior employment with the City shall receive credit for years of service for PTO purposes.

Creditable Service Date – the date an employee is placed in his/her current position. Creditable service date does not change unless specifically stated in the Plan.

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

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

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

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

Part-time – employees who are normally scheduled to work at least 20 hours per week, but less than thirty-five hours per week.

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

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

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

Seasonal Employee – an unclassified employee whose services are required only during certain parts of each year and whose employment does not exceed 180 days in any calendar year. The Director of Human Resources shall determine the approval of any extension.

Temporary Employee – an unclassified employee whose services are required in a situation where permanent employment is not feasible. Temporary employment shall not exceed nine hundred ninety-nine (999) hours or ninety (90) days, whichever comes first, in any calendar year. The Director of Human Resources shall determine the approval of any extension.

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

SECTION C. Conversion of Base Annual Salary Rates

1. For purposes of converting a base annual salary to an amount applicable for one pay period, divide the base annual salary by twenty-six (26).
2. For purposes of converting a base annual salary to an hourly rate, divide the base annual salary by two thousand eighty (2,080).

SECTION D. Increases in Pay

All employees in Non-Exempt positions will be subject to annual performance appraisals. Regularly scheduled step increases will occur in 2019, pursuant to Exhibit B attached.

1. Promotion – Upon promotion, an employee shall be advanced to the lowest step in the new salary grade, which represents at least a full step increase in the former grade, unless otherwise authorized by the appointing authority and consent of the Director of Human

Resources. Such an increase shall become effective at the beginning of the payroll period during which such promotion occurs. Said effective date shall be the new creditable service date.

2. Upward Reallocation – If a position is assigned to a higher salary grade, the employee occupying the position shall be placed in the new grade, which represents the same or an increase in pay. The appointing authority and consent of the Director of Human Resources shall make determination of step placement in an upward reallocation. Such an increase shall become effective at the beginning of the payroll period during, which said reallocation occurs. Creditable service date shall not be changed.
3. Corrective adjustment – An employee may receive an upward adjustment in his base salary for the purpose of correcting a previous error or oversight.

SECTION E. Decreases in Pay

Employees occupying positions listed in the salary schedules set forth herein may have their salaries reduced as follows:

1. Demotion for Cause or Voluntary – Upon demotion, the employee’s base salary shall be reduced to the step of the lower grade deemed appropriate by the appointing authority with the consent of the Director of Human Resources.
2. Downward Reallocation – If a position is assigned to a lower salary grade, the employee’s base salary shall be reduced to the final step of the lower grade if the current base is in excess thereof, or to the step in the lower salary grade which is closest to the current base salary unless otherwise determined by the appointing authority and consent of the Director of Human Resources.
3. Corrective Adjustment – An employee may receive a downward adjustment in their base salary for the purpose of correcting a previous error or oversight.

SECTION F. Transfer

Upon the assignment of an employee to a position having the same salary grade as the former position, the employee’s base salary and creditable service date will not be changed.

SECTION G. Payroll Records

Responsibility for maintaining the accuracy and records of the time off provisions as listed in this Plan rests solely with the individual completing the City payroll reporting form and the department/division head signing said form. All hours worked need to be recorded in the payroll system.

ARTICLE II

NON-EXEMPT SERVICE

SECTION A. Position Salary Grades

*** See Attached Exhibit "A" ***

SECTION B. Schedule of Salary Grades

*** See Attached Exhibit "B" ***

SECTION C. Longevity

Employees will be eligible for the following longevity payable each pay period, added to their gross wage, and effective the first payroll period following their anniversary:

10 completed years	1.00%
15 completed years	1.50%
20 completed years	2.00%
25 completed years	2.50%

ARTICLE III

BENEFITS

SECTION A. General Provisions

All benefits adopted hereunder are unilaterally granted by the City as voluntary benefits to qualifying employees and shall remain in effect as herein provided only until such further action of the City Council shall amend or abolish same. Benefits provided hereunder shall be granted to employees listed in Article II, unless otherwise specifically modified. No property rights, employment contracts, or other contractual rights shall vest in any employee by the terms of said Plan or as a result of the adoption of this Plan. Provided, however, that upon separation from employment, qualifying employees shall be entitled only to the payment of benefits in accordance with the terms of any said Plan in effect at such time of separation. The health insurance plan in effect when this Plan is ratified shall be continued for Non-Exempt employees during the term of this Plan; provided, however, 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.). Nothing in this Plan shall prevent the City from offering employees an alternative medical insurance plan with varying levels of benefits, deductibles and co-pays.

SECTION B. Health Insurance

1. Employee Coverage

The City presently has in force a complete group hospitalization insurance program (OAP) a Health Maintenance Organization (HMO) program, and a High Deductible Health Plan/Health Savings Plan (HDHP/HSA), for eligible employees and their dependents. Eligible employees are those regularly scheduled to work at least twenty (20) hours per week. Eligibility status for the current year will be based on the prior year’s hours worked, or for new employees, the anticipated number of hours to be worked for that year. Benefits are effective the first day of the month following commencement of full-time employment for those eligible employees selecting coverage. Eligible employees will have thirty-one (31) days from the commencement of employment to elect coverage. Eligible employees who do not select coverage within the designated thirty-one (31) day period will be barred from electing coverage until the next annual open enrollment period, unless dictated by law. In addition, employees having made an election regarding coverage shall be bound by their election until the next annual open enrollment period, unless dictated by law. (See the Summary Plan Description for further details.)

Should federal or state law mandate eligibility requirement changes, they shall be construed as included in this Plan.

2. Premiums

a. Group Health

For those eligible employees who have elected coverage under the group health insurance program, the City shall pay full and total premiums, except for the amounts specified below.

Commencing with payroll #1, eligible employees in Non-Exempt Service will be required to pay the amount chosen by them toward the premium for health insurance coverage, which rate and percentage may be amended from time to time. Such premium amounts will be payable each pay period.

City of Aurora Medical Comprehensive Plan and HDHP
(Full & part time employees)

	Jan 1- Jun 30	Jul 1 - Dec 31
Employee	15.25 % of Premium	17.50 % of Premium
Employee and Child(ren)	15.25 % of Premium	17.50 % of Premium
Employee and Spouse	15.25 % of Premium	17.50 % of Premium
Employee + Family	15.25 % of Premium	17.50 % of Premium

b. HMO

For those eligible employees who have elected to participate in a Health Maintenance Organization (HMO) in lieu of the aforesaid coverage, the amount chosen would be in addition to any differential between the Employer’s self-insured Plan and the HMO cost.

Blue Cross Blue Shield Blue Advantage (HMO)
(Full & part time employees)

	Jan 1- Jun 30	Jul 1 - Dec 31
Employee	15.25 % of Premium	17.50 % of Premium
Employee and Child(ren)	15.25 % of Premium	17.50 % of Premium
Employee and Spouse	15.25 % of Premium	17.50 % of Premium
Employee + Family	15.25 % of Premium	17.50 % of Premium

c. High Deductible Health Plan (HDHP) Health Savings Plan (HSA)

The individual deductible will be \$2,500, first individual in a family deductible will be \$2,700 and family deductible will be \$5,000

Employees that elect to participate in HDHP and open a HSA will receive a City contribution listed below:

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

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

d. Opt Out

The City will permit any or all employees who are currently enrolled in any the City health insurance plan to opt out, during open enrollment or in the event of a life change, of the City plan, provided such employee provides proof of other health insurance within the applicable timeframe. During each full calendar month an employee is not covered by a City health insurance plan, the City will pay such employee the amount of \$250 per month. Any employee who opts out may apply to re-enroll at the t annual open enrollment period no less than two years from the opt out date or in the event of a life change within the applicable timeframe, pursuant to the City health insurance plan.

3. Dental

The City offers a dental insurance plan for eligible Non-Exempt personnel. Employees who choose to take dental insurance will be responsible for the full premium cost, which may be changed from time to time. Dental plan insurance information is available from the Human Resources Department.

4. Cafeteria Plan

Effective January 1, 1993, the City has established and maintained in effect a plan that excludes premium payments for health benefits from their gross income pursuant to Title 26 USC § 125 (Section 125/Flexible Benefit Plan).

5. Unpaid Leaves

Employees on a personal, unpaid leave of absence for a period of more than one (1) month shall, prior to the leave and in writing to and with the approval of the Human Resources Department, Employees must elect to continue their insurance at the normal contribution rate to be paid monthly by invoice, suspend payment until they return from leave or have their insurance coverage completely cease during the leave of absence. The request is subject to the Director of Human Resources approval.

6. Part-Time Employee Coverage

Non-Exempt employees regularly scheduled to work at least twenty (20) hours per week but less than thirty-five (35) hours per week shall be eligible for insurance coverage. Eligibility status for the current year will be based on the prior year's hours worked, or for new employees, the anticipated number of hours to be worked for that year.

Health insurance rates are listed on page nine (9) (above). Dental coverage premiums shall be at the prevailing rate, which rate may be amended from time to time.

7. Disabled Employee Coverage

The group insurance coverage provided above shall be made available at the current retiree rate, as adjusted from time to time, to any disabled employee who is granted a statutory disability pension on or after January 1, 1987. Failure to pay said premium within thirty (30) days of the due date shall result in termination of coverage. Every six (6) months, eligible disabled employees shall be requested to sign an affidavit stating they have not been eligible for medical benefits as a result of any new employment during the preceding six (6) months.

8. Continued Health Coverage under COBRA

The City shall provide continued health coverage under the provisions of P.L. 99-272, Consolidated Omnibus Budget Reconciliation Act (COBRA), subject to current federal law and any amendments, which may be annexed thereto. However, it is the responsibility of the employee to make application for same through the City's Plan Administrator. Information regarding the Plan Administrator may be obtained through the Human Resources Department.

9. Compliance with Health Care Legislation

Nothing herein shall limit the right of the City to unilaterally make any and all changes it deems necessary in its sole discretion to insure the insurance it provides pursuant to this Plan complies with the Affordable Care Act, and other state, federal or local insurance and/or health care reform legislation, to avoid being subject to fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes or penalties, including, but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an

insurance exchange; or to avoid the coverage being subject to “Cadillac” taxes (a.k.a. the excise tax on high cost employer-sponsored health coverage).

SECTION C. Retiree Health Insurance

1. Retired Employee Coverage

Employees who retire from the City shall be considered qualified to continue group health and dental insurance coverage as provided for in the Summary Plan description, which is available in the Human Resources Department.

A retiring employee will be allowed to elect, at time of retirement and on a one-time only basis, the City dental and/or group health insurance plan. Eligibility for such coverage shall automatically cease upon the death of such retired employee. A surviving spouse is eligible to continue coverage provided that spouse is currently enrolled in the City’s health plan as a dependent. For purposes of insurance coverage, the term “surviving spouse” shall mean the spouse of the employee at time of retirement only.

The retiring employee will be allowed, at the time of retirement and on a one-time basis only, to pre-pay up to two (2) years of insurance premiums at the current retiree rate. The two years shall consist of the year in which the employee retires and the following calendar year. However, if the employee retires in December the employee may purchase two full calendar years.

It is the responsibility of the retiree to pay the cost for such group health premium coverage; based on established percentage of premium rates for each level of coverage offered in the Plan, which may be adjusted from time to time.

Any increase in the annual contribution shall be capped at 20% of the previous year’s annual contribution.

Such rate or percentage may be amended from time to time; and such dental premiums at one hundred percent (100%) of the prevailing rate, which rate may be amended from time to time. Failure to pay said premiums will result in termination of coverage. Once a retiree opts out or is discontinued by virtue of non-payment of the City’s health insurance plan that action shall be final and said retiree shall not be allowed to retain coverage through the City again.

Eligible part-time retirees may elect health insurance. Dental coverage premiums for single, family and/or dependent coverage shall be at the prevailing rate, which rate may be amended from time to time.

Upon attaining the age of 65, the health premium paid by the retiree (full time and part-time retirees) will be frozen at whatever applicable premium level being paid at that time.

2. Retiree Supplemental Coverage

Retirees and their spouses who are currently covered by the City’s group health plan and who reach Medicare eligibility shall be eligible for supplemental group health insurance coverage.

Such rate or percentage may be amended from time to time. Failure to pay said premiums will result in termination of coverage. Retirees and their spouses who are currently covered by the City's dental plan shall be eligible to continue dental coverage at one hundred percent (100%) of the prevailing rate, which rate may be amended from time to time.

A retired employee who, by virtue of new employment, becomes eligible for group health benefits as a result of employment, may choose to continue coverage with the City provided, however such retiree must utilize their new employer's health insurance plan as primary coverage and the City's insurance shall only be secondary and supplemental to the retiree's new employer's insurance plan. The premium shall be the retiree's prevailing rate, which rate and percentage may be amended from time to time.

For further details on supplemental coverage, information is available from the Human Resources Department.

3. **General Information**

All retired employees eligible for insurance coverage under the terms of Sections C (1) and C (2) above shall be billed for their premiums. In the event the retiree fails to pay specified premiums to the City within thirty (30) days of the premium due date, their health/dental insurance coverage shall automatically be terminated by the City.

At the time of paying said premium, all eligible retirees shall be requested to sign an affidavit stating that they have not been eligible for group insurance benefits as a result of any new employment during the preceding six (6) months. A retiring employee may also elect to have health/dental insurance premiums deducted from his/her applicable pension check.

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

Retiree rates for employees hired on or after January 1, 2014 are as follows:

Those retiring with twenty (20) or more years of City service credit will pay seventy five percent (75%) of the prevailing premium in retirement, as adjusted from time to time.

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

The retiree rates for retirees hired on or after January 1, 2010 are as follows:

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

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

The City shall have the right to move retirees over to a separate retiree-only insurance plan substantially similar to the plan for active employees to the extent permitted by Illinois law.

SECTION D. Time Off

All unused paid time off (floating holidays and eligible vacation - those vacation hours in excess of the pro-rata amount for part-time employees and eighty (80) for full-time employees) as of December 31st, shall be paid at the straight time rate on or before the first period in February of the following year.

1. **Vacation**

a. **Schedule**

Paid vacation shall be granted in accordance with the following schedule based upon the service requirements indicated:

SERVICE REQUIREMENTS	VACATION PERIOD
1 year through 5 years	80 Hours
Beginning 6 years through 10 years	120 Hours
Beginning of 11 years	128 Hours
Beginning of 12 years	136 Hours
Beginning of 13 years	144 Hours
Beginning of 14 years	152 Hours
Beginning 15 years through 17 years	168 Hours
Beginning 18 years through 20 years	184 Hours
Beginning 21 years or more	200 Hours

b. **Rules**

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

Vacations shall be accrued at a rate of one twelfth for every calendar month of service. Vacations may be scheduled and taken at any time during the calendar year with advance approval, in writing, from the department/division head; provided, that if an employee terminates for any reason after having taken more vacation time than they have accrued, his/her final check shall be reduced pro rata. Likewise, vacation which has been accrued but unused shall be paid pro rata upon termination.

The employer shall grant vacation time off by request from the employee on a first-come, first-serve basis. Provided, however, that if operational demands require limiting the number of employees on vacation at the same time, preference for choice of vacation period shall be granted to employees on the basis of department/division seniority if the request for vacation has been made in writing by February 28th of the calendar year.

Vacation periods should be scheduled and taken in forty (40) hour increments for full-time employees but in no event less than two (2) hour increments. Employees on an alternative work schedule must take vacation in increments equal to the employee's regularly scheduled workday and must be taken from days off to days off. For employees listed in Article IV, vacation shall be taken in four (4) hour increments or in increments equal to the employee's normally scheduled work hours.

Vacation periods shall be taken in the year accrued provided, however, if the full time employee has used forty (40) hours of vacation (for part-time employees the amount calculated based on their hours worked), then up to forty (40) hours for full time employees (for part-time employees the amount calculated based on their hours worked) may be carried over until February 28th if the employee gives written notification to the Human Resources Department by December 1st of the current year. The time must be used by February 28th of the succeeding year or such time will be paid out.

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

c. Vacation Buy-Back

Employees who, by length of continuous service, are entitled to three (3) or more weeks of vacation may request that any amount of time over two (2) weeks be paid at straight time in lieu of time off. Pay out must be requested no later than December 1st of the calendar year; provided however, all pay-outs of vacation shall be paid in the payroll period following the request or as soon as practicable. Further, vacation buy-back for full time employees must be in increments of forty (40) hours only or, for part-time employees, in increments equal to the average number of weekly hours worked in the prior year Any vacation balance over the forty (40) hours for full time employees and any balance over the calculated hours based on one week of their hours scheduled for part time employees, as time off not used, paid out, or requested and approved to be carried over will be paid out no later than February 15th.

d. Part-Time Employee Vacation

Employees listed above who are regularly scheduled to work at least twenty (20) hours per week, but less than thirty-five (35), shall be granted vacation hours will be based on the calculation of hours worked per calendar year, beginning the year in which their first anniversary occurs. After five years, part-time employees vacation hours shall be based on a calculation based on service requirements. Vacation scheduling shall be subject to the provisions of this Article. Part-time employees shall be entitled to pro-rata vacation pay based on the actual hours worked the previous year.

2. Holidays

a. Designated Holidays

Full-time employees shall be allowed fifteen and one half holidays per year (16.5); ten (10) designated holidays per year; established by resolution of the City Council. The designated holidays are as follows:

New Year's Day	Thanksgiving Day
Dr. Martin Luther King Day	Friday after Thanksgiving
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day
Labor Day	½ day New Year's Eve
Veteran's Day	

Part-time employees shall be entitled pro-rata to holiday pay based on the actual hours worked the previous year (January through December).

Employees working an alternative schedule do not have to work a non-alternative work schedule during a holiday week. However, management may need to have the employee's schedule adjusted on the holiday or the employee may need to work a different schedule to allow for appropriate holiday pay. At no time will an employee receive more than eight (8) hours holiday pay for a day off.

b. Floating Holidays

1. Full-time Employees

The balance of six (6) days shall be deemed "floating holidays", which shall accrue at a rate of two (2) hours per pay period. Floating holidays six and ½ (6.5) must be taken in no less than two (2) hour increments. Floating holiday time shall accrue at the rate of two (2) hours per pay period. Employees shall not accrue floating holiday time for any pay period during which they have not worked seventy percent (70%) of the available working hours of that period. For purposes of this section, the "available working hours" shall be the regularly scheduled hour, which includes any paid time off.

2. Part-time Employees

Floating holidays must be taken in no less than two (2) hour increments. Floating holiday time shall accrue at the rate of one (1) hour per pay period, or pro-rated according to hours worked the previous year, whichever is greater. Employees shall not accrue floating holiday time for any period during which they have not worked seventy percent (70%) of the available working hours of that period. For purposes of this section, the "available working hours" shall be the regularly scheduled hours, which include any paid time off.

SECTION E. Paid Leaves of Absence

1. Sick Leave

a. Accumulation

Full-time employees shall accumulate sick leave at the rate of 3.70 hours per pay period. Part-time employees shall accumulate sick leave at the rate of 1.85 hours per pay period.

Full-time employees shall be allowed to accumulate sick leave credit up to a maximum of 864 hours. Provided, however, those sick leave hours accumulated by full-time employees in excess of 768 hours at the end of each calendar year shall be paid-off in cash and removed

from the accumulation. Those sick leave hours accumulated by part-time employees in excess of 384 hours at the end of each calendar year shall be paid-off in cash and removed from the accumulation. Said hours shall be compensated at one hundred percent (100%) of the employee's regular straight time rate of pay in effect at the end of the calendar year. Payment shall be made on or before February 15th of the New Year.

b. Sick Leave Use

Upon accumulation, sick leave credit may be used for the purposes set forth below and shall be paid at the regular straight-time hourly rate of pay in effect for the employee's classification at the time the sick leave is being taken. Provided, however, payments for sick leave hours shall be reduced by the amount of any statutory Workers' Compensation benefits also received by the employee for the same period of disability.

c. Illness or Disability

Employees who have contracted or are suffering from any illness or disability which renders them temporarily unable to perform the duties of their position shall be eligible to use accumulated paid sick leave.

d. Family Illness or Disability

In the event of an illness, disability, or doctor's appointment involving an employee's spouse, children, or parents, the employee shall be eligible to use accumulated paid sick leave if his/her personal care and attendance is required.

Procedures not specifically set forth herein shall be governed by reference to the Family and Medical Leave Act (FMLA) of 1993 and the federal rules and regulations.

e. Medical and Dental Appointments

Employees shall be eligible to use accrued and unused paid sick leave for absences due to the employee's attendance at medical and dental appointments; provided, the employee should make every effort to schedule such appointments outside of normal working hours, if possible.

f. Sick Leave Notification

It is the responsibility of each employee who is requesting paid sick leave, in accordance with Section b above, to notify or cause notification to be made to the department head, the division head, their immediate supervisor or through any approved method, at least thirty (30) minutes before the time specified for the beginning of their work day.

Sick leave notification, as outlined above, must be made for each work day that paid sick leave is being requested, unless this requirement is expressly waived by the department or division head.

g. Sick Leave Certification and Approval

Certification must be presented whenever paid or unpaid sick leave is requested for three (3) or more consecutive work shifts. The department or division head may, at their discretion, require any employee requesting sick leave in any amount to furnish substantiating evidence

or a statement from his attending physician that absence from work was required due to one of the reasons set forth in Section b above.

The department or division head shall have the right, at their discretion, to verify the report of an employee's attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability. As a result of such physician's statements and examination, the City may approve or deny an employee's sick leave request and establish limits and conditions for any further approved sick leave connected with the same illness or disability. Abuse of sick leave shall be cause for disciplinary action up to and including discharge.

h. Sick Leave Release

An employee who is sick or disabled for five (5) or more consecutive work shifts shall secure and submit a physician's release using the City of Aurora Return to Duty Report certifying that s/he is fit to return to work. This release must be submitted to the division head or Human Resources Department before the employee will be permitted to return to work.

2. Elections

If an employee is working during the entire polling period of a federal, state, or municipal election, he/she shall be allowed an adequate paid leave to vote. It shall be a condition of the leave that the employee actually go to the polling place and vote during such leave.

3. Family Death

In the event of death in the immediate family of an employee (spouse, parents, children, step-parents, step-children, brother, sister, grandchild, grandparents or spouse's father, mother, brother, sister, or grandparents), the employee shall be granted three (3) working days leave of absence with full pay.

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

The Director of Human Resources may request proof of funeral attendance. One (1) additional day with full pay may be granted in case of death depending upon travel distance from the City to be approved by Human Resources. Additional days may be granted depending on circumstances documented in writing and approved by the Director of Human Resources.

It is the intent of this provision to allow the employee, if required, to handle funeral arrangements and attend the funeral or memorial service in lieu of a funeral of listed immediate family member. The Human Resources Department may require proof of attendance at the funeral or memorial service.

In the event of death in the immediate family of a part-time employee (spouse, parents, children, step-parents, step-children, brother, sister, grandchild, grandparents or spouse's father, mother, brother, sister, or grandparents), the employee shall be granted three (3) days leave of absence with pay. The following family members qualify for one-half (1/2) day death leave: spouses

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

A full time employee shall be granted four (4) hours with pay to serve as a pallbearer for a deceased past or current employee of the City. Part-time employees shall be granted 1/2 day off with pay to serve as a pallbearer for a deceased past or current employee of the City.

4. **Serious Illness or Surgery**

In the event of serious illness or surgery in the immediate family of an employee (as described above), the employee will be granted up to five (5) working days of leave of absence with pay in any one calendar year. Such leave approval shall be predicated upon comprehensive documentation on a form provided by the Employer from the patient's physician, and must be approved by both the Chief of the Department and the Director of Human Resources. Such approval shall not be unreasonably denied.

5. **Jury Duty**

Employees shall be granted a leave of absence with pay for any time they are required to report for jury duty or when they are subpoenaed to appear in court in a proceeding which involves their official City duties. To receive said compensation, the employee must upon notification of jury duty, inform their supervisor the dates they may be required to serve; upon confirmation that said employee must serve; s/he must notify his/her supervisor. Upon completion of jury duty or court appearance involving official City duties, the employee must submit to the Human Resources Department the amount of jury service fees received, less mileage and other expenses received, if applicable.

6. **Maternity Leave**

An employee who has given birth will be granted ten (10) workdays of paid maternity leave. Such leave shall be taken immediately upon either the initiation of labor or birth of child. For purpose of this subsection, upon the adoption of a child, the employee will be granted five (5) workdays paid leave. In addition, upon submission of proper documentation to Human Resources said employee may be granted up to and additional five (5) days of maternity leave for international adoptions.

7. **Paternity Leave**

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

8. **Military Leave**

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

The City will follow Federal and State law regarding employees ordered to temporary or permanent military duty. The Human Resources Department will establish administrative procedures for implementing the applicable laws. 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.

9. Victims' Economic Security and Safety Act (VESSA)

The City complies with VESSA to provide employees up to twelve weeks of unpaid leave during any twelve-month period to address issues arising from domestic or sexual violence.

An employee may take VESSA leave to:

- Seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence to the employee or employee's family or household member;
- Obtain victim services for the employee or employee's family or household member;
- Obtain psychological or other counseling for the employee or the employee's family or household member;
- Participate in safety planning, including temporary or permanent relocation or other actions to increase the safety of the victim from future domestic or sexual violence; or
- Seek legal assistance to ensure the health and safety of the victim, including participating in court proceedings related to the violence.

10. Family and Medical Leave Act (FMLA)

The City complies with the requirements of the Federal Law for Family and Medical Leave Act (FMLA). To be eligible for FMLA leave, an employee must have worked for the City for at least 12 months, have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave, and work at a location where at least 50 employees are employed at the location or within 75 miles of the location. An eligible employee can use up to a total of 12 work weeks of unpaid leave in a 12 month period for one or more of the following reasons:

- Birth of a son or daughter, and to care for the newborn child.
- For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child.
- To care for a spouse, child under 18 years old, or child 18 or over who is incapable of self-care, or parent with a serious health condition.
- When the employee is unable to work because of a serious health condition.

- Qualifying exigencies as a result of the active military duty of a spouse, child or parent.
- Care for a family member who is ill/injured due to military service.

For further details on the City's procedures please consult the City of Aurora Employee Handbook or contact the Human Resources Department.

SECTION F. On-the-Job-Injury

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

An employee injured during working hours shall report the injury immediately to his/her supervisor, and in no event later than twenty-four (24) hours following the injury. Persons seriously injured shall be taken to the nearest hospital or medical offices where special arrangements have been made for City employees. Eye injuries may be treated by a designated physician. In no event shall an employee complete his own injury report; provided however, the employee shall be present, if at all possible, when injury reports are completed, and shall have the right to review the completed injury report.

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

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

SECTION G. Other Benefits

1. Alternative Work Schedules

Employees may request to work an alternative work schedule, which may include flexible starting and quitting times, days worked and meal periods. To make such requests, employees shall be required to complete an Alternative Work Schedule form. Approval shall be based solely upon the operating needs of the Department. Approval may be granted by the decision of the Department/Division/Bureau Heads who are enumerated in the City Code. Approval of an alternative work schedule shall not be unreasonably denied. Each Department will attempt to honor as many requests as possible. Alternative work schedules may be revoked at any time by the Department Head or designee.

2. Compensatory Time-Off

In lieu of pay for overtime, employees shall have the option to accumulate compensatory time-off. Compensatory time-off shall accumulate at the rate set forth in the overtime section above. To elect that overtime accumulate as compensatory time, an employee must so advise his department or division head, through his supervisor, before the end of the payroll period in which the overtime was worked. No full-time employee shall be allowed to accumulate over one hundred (100) hours

of compensatory time at any given time. Part-time employees may not accumulate over fifty (50) hours of compensatory time at any given time.

Employees may request compensatory time-off ahead or on a call-in basis, and are permitted to use compensatory time on the date requested unless doing so will unduly disrupt the City's operations.

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

3. **Conferences/Seminars**

Compensation for conferences and seminars will be provided within budgetary constraints; however, approval for such attendance shall be at the sole discretion of the department head and/or Mayor. Such conferences/seminars shall only be approved for work-related purposes and all requests for approval must be submitted in writing.

Travel time to and from conferences is not compensable time unless attendance at such conference/seminar is mandatory. When attendance is mandatory, the calculation for travel time shall be in accordance with the Fair Labor Standards Act. Transportation to and from conferences/seminars (mileage, train tickets, etc.) is compensable at the rate established by the City. Any attendance time in excess of eight (8) hours will be paid at time and one half. If attendance is mandated on the first or second day of rest, the City will pay for attendance hours in accordance with the Fair Labor Standards Act. The Director of Human Resources must approve attendance on the first or second day of rest.

4. **Education**

a. **Tuition Reimbursement**

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

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

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

- i. That adequate funding is available to make the reimbursement as herein provided.

- ii. That the course(s) is/are approved by the employee's department head, related to the employee's job duties, and would enhance the employee's level of performance.
- iii. That the employee has performed satisfactorily in the department for at least twelve (12) continuous months prior to making the request.
- iv. That the employee signs an employment agreement which provides for repayment of tuition should they leave City employment pursuant to Section 3 (B).

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

b. Service Requirements

An employee who has received reimbursement for a City-approved course as provided herein shall be required to work for the City 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, 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 the amount of the reimbursement received.

5. Employee Assistance Program

The City has an Employee Assistance Program (EAP) available to all employees and their families. Such service provides up to three (3) confidential assessment sessions at no cost to the employee. The EAP is a voluntary program. The identity of employees who utilize the EAP is not disclosed to the City.

Further information may be obtained from the Director of Human Resources or designee, or the program may be accessed directly by contacting Presence St. Joseph Hospital EAP at (800) 327-0321, which is available twenty-four (24) hours a day, seven (7) days a week.

6. Interpreters Stipend

The City will provide employees qualified as specified herein, with a \$60.00 per pay period stipend for recognized languages as listed; Spanish, German, Polish, Czechoslovakian, Romanian, Hungarian and Sign Language for purposes of serving the public, performed while on duty. Employees, who receive such stipend, shall be required to use their interpretive skills whenever requested or required. A skills exam will be given by an independent third party, and will include oral interpretation skills as opposed to formal written skills. Additional languages will be considered on an as needed basis.

7. Life Insurance

Employees who work at least twenty (20) hours per week are covered by a group life insurance policy as follows:

Policy Amount on Employee

Non-Exempt Service.....	One times the employee's annual base salary
Retirees.....	\$5,000 until age sixty-five (65)

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

8. Overtime

Occasionally, employees in the Non-Exempt Service may be required to work more than their normally scheduled hours. Employees on an eight-hour work day shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of eight (8) in any scheduled work day or forty (40) in any scheduled work week. Hours of work do not include PTO, comp time, or sick leave. The overtime rate shall double such employee's regular straight-time rate for authorized overtime hours of work on a Sunday or a day designated and observed as a holiday by resolution of the City Council.

Full-time employees working an approved regular alternative work schedule shall be paid one and one-half (1½) times their straight-time hourly rate of pay for all authorized hours of work in excess of their regular alternative work day or work week, provided such overtime shall only be paid for actual hours worked, to the nearest tenth of an hour.

Part-time employees working an approved regular alternative work schedule shall be paid one and one-half (1 ½) times their straight-time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in any scheduled work week.

Employees may bank overtime as compensatory time in lieu of being paid out.

9. Shift Differential

Full-time employees assigned to work a regular second (starting time 3 p.m.) or third (starting time 11 p.m.) shift will receive an additional ninety cents (\$.90) per hour to their hourly rate.

10. Temporary Assignment

Employees assigned to work in a higher classification for one hour or more shall be paid an additional two dollars (\$2.00) per hour for time worked in a higher classification. If the higher classification is in the Executive Pay Plan, then the employee may be placed at step one (1) of the position that is temporarily being filled for salary purposes only, unless that step is lower than the employee's rate of pay at the time of temporary assignment, in which case the employee would be paid only the additional two dollars (\$2.00) per hour for time worked in the higher classification.

11. Training Pay

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

12. Separation Pay

- a. Upon permanent separation from the City as a result of retirement/resignation or termination for inability to physically perform the essential functions of the job, with at least two (2) weeks advance written notice, or death, employees shall receive paid compensation for any accumulation of sick leave hours. Compensation shall be paid at the employee's regular straight-time hourly rate of pay at the time of separation for all sick leave hours accrued up to 864. In the event of death, the separation benefit shall be paid to the beneficiary chosen by the employee. If the employee does not choose a beneficiary, the benefit will be paid to the employee's estate.
- b. An employee who resigns or retires without providing two (2) weeks advance written notice, shall be compensated for all accumulated sick leave hours, not to exceed 864 hours, at fifty percent (50%) of his regular straight-time hourly rate of pay in effect at the time of separation.
- c. An employee who is discharged or who resigns in lieu of being discharged shall receive no paid compensation for accumulated sick leave hours. Any exception will be at the discretion of the Director of Human Resources.

At the time of retirement, an employee may: a) choose a lump sum payment of accrued sick, accrued PTO and comp. time included with the final check, or b) choose to have the payoff divided equally for up to three months which shall include the month in which final pay is received provided that the employee has given at least a ninety (90) day advance notice in writing.

13. Unpaid Leaves of Absence

Employees are not eligible for unpaid leaves of absence until they have been employed for a continuous six (6) month period. To make application for an unpaid leave of absence, an employee must submit a written request to the Director of Human Resources. The request shall state the reason and the approximate length of time off requested. Unpaid leaves may not exceed six (6) months. If approved by the Director of Human Resources the employee shall be furnished with written authorization for the leave, with a copy to his/her department/division head.

Employees shall continue to accrue seniority for purposes of salary increase and benefits eligibility for a period of one (1) month only.

Employees who are on an unpaid leave of absence of thirty (30) calendar days do not accrue sick leave, vacation, or floating holiday time.

Prior to departing on an approved, unpaid leave of absence which may last for over a month, employees shall be informed of Illinois Municipal Retirement Fund (IMRF) eligibility requirements so as to protect their eligibility status in the Fund. Employees must elect to continue their insurance at the normal contribution rate to be paid monthly by invoice, suspend payment

until they return from leave or have their insurance coverage completely cease during the leave of absence. The request is subject to the Director of Human Resources approval.

14. Physical Examination

Full-time employees in the Non-Exempt Service are required to complete a physical examination as follows:

- **Upon appointment**
- **Up to age 40:** Every five (5) years during the calendar quarter of the employee’s birth date (ages 20, 25, 30, etc.)
- **Over age 40:** Every two (2) years during the calendar quarter of the employee’s birth date (ages 42, 44, 46, etc.)
- **Over age 60:** Every year during the calendar quarter of the employee’s birth date.

The physical examination program shall be administered by the Director of Human Resources, with examination forms to be provided by the Human Resources Department. The exam shall include a base physical exam, blood chemistry screen and urinalysis. Further tests may be performed if covered in the Physical Schedule which is on file and available in the Human Resources Department.

ARTICLE IV

OTHER

All benefits adopted hereunder are unilaterally granted by the City as voluntary benefits of qualifying employment and shall remain in effect as herein provided only until such further action of the City Council shall amend or abolish same. Employees under Article IV shall be entitled only to those benefits expressly specified herein.

SECTION A. Grant Positions

POSITION	SALARY GRADE
Prevention Specialist	431
Grant Project Manager	432
Community Outreach Worker	430
School Coordinator	433

The above positions are dependent upon the funds available from the related grant. All benefits provided must be stated in the grant and will be determined by the Director of Human Resources in accordance with the provisions of this plan.

Employees will be covered under the Illinois Municipal Retirement Fund (IMRF) if it is anticipated that they will work at least one thousand (1000) hours annually.

SECTION B. Seasonal Employees

POSITION	SALARY GRADE
Seasonal Youth Worker	850
General Worker I	854
Seasonal Worker I	854
General Worker II	866
Seasonal Worker II	866
Weed Inspector	866
Seasonal Secretary	868
Snack Counter Attendant	868
Security Lead Worker	876
Snack Counter Manager	878
Pro Shop Cashier	878
Seasonal Youth Secretary	888
Teacher's Assistant	889
Instructor	892
Coordinator	893

Seasonal employees shall be paid at Step 1 during their first term of employment unless otherwise authorized by the Director of Human Resources, and shall progress to higher steps upon each successive term of employment. Employees in the categories of General Worker I, General Worker II, Snack Counter Attendant, Pro Shop Manager and Snack Counter Manager will participate in the Illinois Municipal Retirement Fund. All other seasonal positions are limited to less than 1000 hours annually – NO EXCEPTIONS.

SECTION C. Interns

POSITION	SALARY GRADE
Work Study Intern	852
College Intern	868
Graduate Intern	876

Interns shall be paid at the Step authorized by the Director of Human Resources. Interns may not work longer than three hundred sixty-five (365) days from the date of hire without written consent of the Director of Human Resources. Interns receive no additional benefits.

SECTION D. Miscellaneous

POSITION	SALARY GRADE	RATE
Deputy Liquor Commissioner	N/A	\$780 per annum
Crossing Guard*	864	

Temporary Employee (Job Codes 101 and up)	899	Determined by the Director of H.R.
-------------------------------------------	-----	------------------------------------

***Crossing Guard** – Regularly scheduled guards shall receive their regular pay for scheduled school holidays. Only guards hired before September 2003 are covered under Illinois Municipal Retirement Fund (IMRF). All guards hired after September 2003 will not be covered under IMRF. Crossing guards who are regularly scheduled for a four (4) hour day shall receive twenty (20) hours of sick leave per calendar year. Crossing guards who are regularly scheduled for a two (2) hour day shall receive ten (10) hours of sick leave per calendar year. Unused sick leave does not get paid out or rolled over.

SECTION E. Work Week

All employees listed in Article IV shall be entitled to overtime after the employee has worked or been paid forty (40) hours of regular straight-time pay in a work week (Saturday through Friday). Any employee in Article IV Section A and B who is required to work a designated holiday shall be paid at the time and one-half (1-1/2) overtime rate, plus their four (4) hours of designated holiday pay.

SECTION F. Schedule of Salary Grades and Wage Rates

The following schedule is effective the first full payroll period commencing on or after passage of this document.

*** See Attached Exhibit “B”***

ARTICLE V

DRUG/ALCOHOL FREE WORKPLACE POLICY

SECTION 1. Policy Statement

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

SECTION 2. Definitions

- A. "**Drug(s)**" shall mean any controlled substance listed in Chapter 56 1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, or substances submitted in any federal controlled substances laws, (such as those identified in Schedules I through V of Section 202 of the Controlled Substances Act 921 U.S.C. section 812) and as further defined and revised in federal regulation at 21 C.F. R. Part 1308, in particular section 1308.11-1308.15 and 21 C.F.R. Parts 1300.01 and 1310), for which the person tested does not submit a valid predated prescription. Thus, the term "drug(s)" includes abused prescription and non-prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Drugs covered by this Policy, include, but are not necessarily limited to the following:

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

- B. "**Impairment**" shall mean a condition in which the employee is unable to properly perform his/her duties due to the presumed effects of a drug and/or alcohol in his/her body. Where

impairment exists or, in the case of alcohol is presumed pursuant to Section 7 hereof, incapacity for duty shall be presumed.

- C. The term "**drug abuse**" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, the abuse of non-prescription drugs or the use of a legally prescribed drug for which a valid, predated prescription has not been submitted as provided in this Policy, along with a listing of known side effects.
- D. The term "**designer drug**" is a term coined to describe psychoactive drugs which are created to get around existing drug laws, usually by modifying the molecular structure of existing drugs to varying degrees or less commonly by finding drugs with entirely different chemical structures that produce similar subjective effects to illegal recreational drugs.
- E. The term "**alcohol abuse**" means the use of alcohol on- or prior to duty, such that at any time during working hours, the level of alcohol indicated in Section 7 can be detected via blood/urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.
- F. "**Positive Test Results**" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration level specified in Sections 6 and 7.
- G. "**On Duty**"/"**Work Day**" shall mean during normal working hours, and includes "on call" and "standby" duty times, as well as overtime duty hours.

SECTION 3. Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing illegal drugs at any time during or prior to the work day, on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer.
2. Possessing, using, selling, purchasing, manufacturing, distributing, or delivering any illegal drug during the work day. (The Employer does not condone the off duty possession, use, sale, purchase or delivery of any illegal drug by an employee and may discipline any employee who engages in such conduct, up to and including termination.)
3. Consuming or possessing alcohol at any time during the workday, on any of the employer's job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer and/or at any time prior to the work day such that at any time during working hours, the level of alcohol indicated in Section 7 can be detected as provided in Section 2(d).

4. Failing to produce a valid pre-dated prescription for any medication that produces any known adverse side effect should the employee become impaired while on duty. Employees are encouraged to provide such notice to their Department Head if such prescription drug might cause impairment while on duty
5. Possession/Use of Medical Cannabis. If an employee is a Registered Qualifying Patient under the Compassionate Use of Medical Cannabis Pilot Program Act of Illinois, he or she may not possess, use or be impaired by the previous use of medical cannabis in any form during any work hours, regardless of his or her location on City property or other location. An employee may not be impaired by medical cannabis during work hours to an extent that he or she is incapable of performing his or her assigned duties, as observed by a Human Resources representative, and based on objective and observable criteria. An employee who is suspected of possessing, using or being impaired by medical cannabis during work hours will be removed from City premises, pending an investigation and a decision on appropriate consequences that may include disciplinary action up to and including termination. A Registered Qualifying Patient who tests positive for cannabis may not be penalized solely for his or her status as a Registered Qualified Patient unless failing to do so would put the City in violation of federal law; or cause the City to lose a monetary or licensing-related benefit under federal law or rules.

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

SECTION 4. The Administration of Tests

A. Informing Employees Regarding Drug and Alcohol Testing

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

B. When a Test May be Compelled

There shall be no across-the-board or random drug/alcohol testing of employees, except as otherwise provided herein. Where a Supervisor has reasonable suspicion that an employee is under the influence of drug(s)/ alcohol or there is evidence of impairment while on duty, that employee may be required to report for drug/alcohol testing. An employee also may be required to report for testing when the employee has suffered a workplace injury or has been involved in an accident resulting in damage to persons, property or vehicles. A drug test may be required when an employee has been arrested or indicted for conduct involving illegal drug related activity, on- or off-duty.

When an employee is ordered to submit to testing, the employee may produce a valid, predated prescription, at which time the determination is made whether the test shall be ordered. Such

production must occur at the time the testing order is given. The Director of Human Resources must confirm the reasonable suspicion of drug or alcohol abuse. The Employer shall arrange for a drug/ alcohol test. Refusal of an Employee to comply with the order for a drug/ alcohol screening will be cause for discipline up to and including discharge.

C. Reasonable Suspicion Standard

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

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

D. Order to Submit to Testing

When an employee is ordered to submit to testing, the Employer shall provide the employee with a written notice of the order as soon as reasonably possible. Such written notice shall be given not later than eight (8) hours following the order to test. The written notice shall set forth all of the objective facts and reasons for the order to test. A refusal to submit to such testing may subject the employee to discipline, up to and including discharge. Any employee who takes or does not take the test shall not be construed to have waived any objection or rights that he/she may have. When testing is ordered, the employee will be immediately removed from duty and placed on paid leave pending the receipt of results.

SECTION 5. Conduct of Tests

In conducting the testing herein specified, the Employer shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that is accredited by DHHS or SAMHSA.
- B. Establish a chain of custody procedure consistent with DOT regulations for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- C. Provide the employee tested with an opportunity to have the additional sample tested by a SAMHSA-accredited clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the City of the desire to do so within ninety-six(96)) hours of receiving notification of positive test results.
- D. Require that the laboratory or hospital facility report to the Employer when a breath or urine sample is positive only if both the initial screening and confirmation tests are positive including for a particular drug, and the Medical Review Officer verifies the result (in a drug test situation). If any information concerning such testing or the results thereof be

obtained inconsistent with the understanding expressed herein, the Employer shall not use such information in any manner or forum adverse to the employee's interest.

- E. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.
- F. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- G. Ensure that no employee is subject to any adverse employment action except temporary re-assignment or leave with pay during the pendency of any testing procedure. Any such re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;
- H. The testing, results and circumstances requiring the testing are confidential and will be held in the highest degree of confidence.

SECTION 6. Drug Testing Standards

A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be the DHHS or SAMHSA standards in effect at the time of the testing. In the event DHHS or SAMHSA has no standards to be used when screening specimens to determine whether they are positive for the following ten (10) drugs/classes of drugs, then the following shall be used:

<u>Initial Test Level</u>	<u>Confirmatory Test Level</u>
Amphetamines..... 1000 ng/ml	Amphetamines 500 ng/ml
Barbiturates 300 ng/ml	Barbiturates 200 ng/ml
Benzodiazepines..... 300 ng/ml	Benzodiazepines 200 ng/ml
Cocaine metabolites 300 ng/ml	Cocaine metabolites 150 ng/ml
Marijuana metabolites 50 ng/ml	Marijuana metabolite 15 ng/ml
Methadone..... 300 ng/ml	Methadone 200 ng/ml
Methaqualone..... 300 ng/ml	Methaqualone 200 ng/ml
Opiate metabolites 2000 ng/ml	Opiates 2000 ng/ml
Phencyclidine 25 ng/ml	Phencyclidine..... 25 ng/ml
Propoxyphene 300 ng/ml	Propoxyphene 200 ng/ml

B. Positive Test Exception for Medical Cannabis

A positive result for the presence of cannabis in the specimen of an employee who is a Registered Qualifying Patient shall not be grounds for disciplinary measures, unless the employee exhibits signs of impairment during work hours to an extent that he or she is incapable of performing his

or her assigned duties, as observed by a Human Resources representative, and based on objective and observable criteria.

C. Changes in Test Standards

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

D. Breath Alcohol Testing

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

SECTION 7. Alcohol Test Standards

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

SECTION 8. Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, through the Employer’s EAP Program, or through one of the City’s health care providers and/or referrals, for an alcohol or drug related problem, other than that the Employer may place the employee on leave during treatment. However, the protection afforded by this Section shall not be available if the request follows an order to submit to testing, the pendency of an automatic order to submit to testing (i.e. post-accident), violation of Section 3 or if the employee acted in violation of rules of conduct which otherwise provide an independent basis for disciplinary action.

The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment, employees shall be allowed to: 1) use accumulated sick leave; and/or 2) paid leave; and/or 3) be placed on unpaid leave; and/or 4) be transferred to a position for which he/she is fit, if available.

SECTION 9. Discipline

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

- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved;

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

SECTION 10. Insurance Coverage

The Employer shall provide health insurance, which may cover all or a portion of the cost of the EAP program. The insurance should provide for both outpatient and in-patient treatment depending on the appropriate course of action in each employee's case.

SECTION 11. Duty Assignment

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

Employees who voluntarily report to their Department Head that they are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his/her normal duties, may be temporarily reassigned with full pay to other duties, or be placed on sick leave, paid leave of absence, or unpaid leave of absence.

SECTION 12. Confidentiality of Test Results

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

**EXHIBIT A
SCHEDULE OF POSITION GRADES
NON EXEMPT SERVICE**

POSITION	SALARY GRADE
Assistant Director of Public Art	11
Community Service Officer	11
Communications Assistant	11
Confidential Secretary	11
GIS Analyst	11
Administrative Aide	12
Executive Secretary	12
GIS Project Assistant	12
Grant Writer	12
Project Assistant	12
Assistant Water Billing Manager	13
Budget Analyst	13
Cashiering Operations Supervisor	13
Digital Communications Coordinator	13
Legal Secretary	13
Public Information Specialist	13
Special Events Assistant	13
Support Desk Assistant	13
Support Desk Engineer I	13
Accounting Supervisor	14
Network Engineer I	14
Office Manager	14
Supervisor/Payroll Administration	14
Support Desk Coordinator	14
Support Desk Engineer II	14
System Analyst I	14
Development Services Supervisor	15
Emergency Dispatch Supervisor	15
Laboratory Manager	15
Long Term Control Project Assistant	15
Network Engineer II	15
Professional Engineer	15

System Analyst II	15
Forensic Examiner	16
GIS Manager	16
Manager of Water System Engineering	16
Network Engineer III	16
System Analyst III	16
Traffic Engineer	16
Engineering Coordinator	17
Police Cadet* (Part-time)	486

EXHIBIT B
SCHEDULE OF SALARY GRADES
NON EXEMPT SERVICE

Grade	1 (Minimum)	2	3	4	5	6	7 (Midpoint)	8	9	10	11	12	13 (Maximum)
22	187,699.20	192,400.00	197,204.80	202,092.80	207,209.60	212,409.60	217,692.80	223,100.80	228,696.00	234,395.20	240,302.40	246,292.80	252,491.20
21	159,702.40	163,696.00	167,793.60	171,995.20	176,300.80	180,710.40	185,203.20	189,800.00	194,500.80	199,409.60	204,401.60	209,497.60	214,697.60
20	135,907.20	139,297.60	142,792.00	146,390.40	150,092.80	153,899.20	157,705.60	161,595.20	165,609.60	169,707.20	173,908.80	178,193.60	182,707.20
19	116,292.80	119,204.80	122,200.00	125,299.20	128,398.40	131,601.60	134,908.80	138,299.20	141,793.60	145,308.80	148,907.20	152,609.60	156,395.20
18	100,505.60	103,001.60	105,601.60	108,201.60	110,905.60	113,692.80	116,500.80	119,392.00	122,408.00	125,507.20	128,606.40	131,809.60	135,096.00
17	89,793.60	92,040.00	94,307.20	96,657.60	99,112.00	101,566.40	104,145.60	106,704.00	109,366.40	112,153.60	114,899.20	117,769.60	120,744.00
16	78,624.00	80,558.40	82,617.60	84,656.00	86,819.20	88,961.60	91,228.80	93,496.00	95,825.60	98,196.80	100,651.20	103,209.60	105,788.80
15	69,076.80	70,824.00	72,571.20	74,401.60	76,252.80	78,208.00	80,163.20	82,201.60	84,260.80	86,403.20	88,566.40	90,833.60	93,059.20
14	61,401.60	62,940.80	64,480.00	66,123.20	67,745.60	69,513.60	71,240.00	72,987.20	74,838.40	76,668.80	78,624.00	80,558.40	82,617.60
13	54,932.80	56,264.00	57,720.00	59,134.40	60,569.60	62,108.80	63,668.80	65,312.00	66,913.60	68,556.80	70,304.00	72,072.00	73,902.40
12	49,108.80	50,336.00	51,542.40	52,894.40	54,225.60	55,556.80	56,992.00	58,427.20	59,862.40	61,401.60	62,940.80	64,480.00	66,123.20
11	43,992.00	45,094.40	46,217.60	47,361.60	48,588.80	49,816.00	51,043.20	52,270.40	53,601.60	54,932.80	56,264.00	57,720.00	59,134.40