

CITY OF AURORA, ILLINOIS
RESOLUTION NO. _____
DATE OF PASSAGE _____

A RESOLUTION AUTHORIZING EXECUTION OF LABOR AGREEMENT
BETWEEN THE CITY OF AURORA AND LOCAL 461 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL/CIO
EFFECTIVE 1/1/2022 THROUGH 12/31/24

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the City of Aurora employs personnel in Electrician positions; and

WHEREAS, the City has recognized Local 461 of the International Brotherhood of Electrical Workers, AFL/CIO, as the bargaining agent for the above said employees; and

WHEREAS, a proposed collective bargaining agreement has been negotiated between representatives of the City of Aurora and the International Brotherhood of Electrical Workers (I.B.E.W.), and submitted same to the City Council for approval; and

WHEREAS, the City Council finds it in the best interests of the City and public welfare and good that such Labor Agreement be executed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute the Labor Agreement between the City of Aurora and Local No. 461, of the International Brotherhood of Electrical Workers, AFL/CIO, effective 1/1/2022 through 12/31/2024, which is attached hereto and made a part hereof.

PASSED AND APPROVED on _____.

Aldermen

Aldermen

AYES _____ NAYS _____ NOT VOTING _____

ATTEST:

City Clerk

Mayor Richard Irvin

LABOR AGREEMENT

BETWEEN

CITY OF AURORA

AND

LOCAL 461 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
AFL/CIO

| Executed this 12th day of April, 2022

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PREAMBLE

This Agreement is entered into this 12th day of April, 2022, effective January 1, 2022, by and between the City of Aurora, Illinois, hereinafter called the "EMPLOYER" and Local Union No. 461 of the International Brotherhood of Electrical Workers, AFL/CIO, hereinafter called the "UNION". The Agreement has as its purpose to establish the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of salaries, wages, hours of work and other conditions of employment.

ARTICLE I

Recognition, Union Security, Check Off

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the classification of Electrician, Electrical Maintenance Operator, Electronic Repair Technician and Electrical Supervisor for the purpose of establishing salaries, wages, hours of work and other conditions of employment.

All employees covered by this Agreement who are members of the Union shall be required to pay Union dues. Employees who are hired are not required to join the Union as a condition of employment, but shall pay a service charge in an amount not to exceed the Union dues for the purpose of administering the provisions of this Agreement.

The City shall check off dues and service charges upon being furnished with an appropriate authorization signed by the employee. Such check off authorization may include employee contributions to Local No. 461 benefit funds if expressly authorized by the employee.

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

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

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

The Union shall indemnify the City and hold it harmless for all legal costs or other forms of liability arising out of or by reason of any action taken by the City, but only at the direction of the Union, for the purpose of complying with the provisions of this Article

ARTICLE II

Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Electrical Services Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the City's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Electrical Services Department or by employees of the City; to assign various positions within the department; to hire, promote, demote, suspend, discipline or discharge for just cause, with-in the Statutes and Ordinances in such case made and provided; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE III

Term of Agreement

A. Effective Date

This Agreement shall take effect January 1, 2022 and shall remain in effect until December 31, 2024.

B. Termination, Amendments

Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the anniversary date.

Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing and signed by the parties hereto.

C. Settlement of Disputes

A grievance or dispute which may arise between the parties, involving the application, meaning and interpretation of this Agreement shall be settled in the following manner:

Step I. The Union Steward, with or without the employee, may take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within five (5) working days.

Step II. If the grievance has not been settled, it shall be presented in writing by the Union Steward of the Union grievance committee to the department head within five (5) working days after the supervisor's response is due. The department head shall respond to the Union Steward or the grievance committee in writing within five (5) working days.

Step III. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union representative or grievance committee to the Director of Human Resources and a designate of the Mayor in writing within seven (7) working days after the response is due. The Director of Human Resources shall respond in writing to the Union Steward, representative or grievance committee (with a copy of the response to the local Business Manager) within five (5) working days.

Step IV. If the Grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Director of Human Resources is due, by written notice to the other, request arbitration.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Illinois Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator shall have the authority only to interpret and apply the provisions of this agreement and to decide the particular grievance submitted to him. He shall not have authority to add to, delete from, or in any way modify, alter or amend any provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties, and the arbitrator shall be requested to issue his decision within thirty (30) working days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

A verbatim record of the proceedings shall be made and the cost of such record and a copy for the arbitrator shall be borne equally by the parties. In addition, each party shall bear the cost of their own copies of the record.

ARTICLE IV

Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The wage schedule shall designate the hourly rates for the following classifications:

<u>Position Code</u>	<u>Title</u>
401	Electrical Maintenance Operator
405	Electrician
408	Electronic Repair Technician
410	Electrical Supervisor

Shift Differential

Employees assigned to work a second shift will receive a shift differential of an additional seventy-five (.75) per hour over their base rate of pay.

Effective 1/1/14, the second shift differential will increase to eighty (.80) cents.

Shift preference shall be determined by seniority in grade.

ARTICLE V

Hours of Work

Eight (8) consecutive hours of service exclusive of a meal period (one-half hour) shall constitute a standard work day.

Five (5) consecutive days of eight (8) hours each, Monday to Friday, inclusive, shall constitute a standard work week.

During all employee work shifts a rest period up to fifteen (15) minutes may be taken during each four (4) hour period. Whenever possible, the rest period should be scheduled in the middle of each four (4) hour period. Employees may be docked for extending a rest period beyond the fifteen (15) minutes. Employees who are scheduled to work overtime may be granted a rest period.

A sufficient amount of time for clean-up purposes, not to exceed fifteen (15) minutes per day, will be designated by the department head or supervisor.

ARTICLE VI

Overtime

A. Overtime Rates

Overtime rate of time and one-half (1-1/2) shall be paid for all work performed in excess of eight (8) hours in any one working day or for forty (40) hours in any work week; for all work performed either prior to or after regularly scheduled hours, and for all work performed for the first eight (8) hours worked on Saturday.

An employee who is required to work on Sunday or for all holidays or days celebrated as such, shall receive double his straight time rate of pay.

Overtime rate of double time shall be paid for all time worked in excess of sixteen (16) hours in any twenty-four (24) hour period, for all time worked in excess of eight (8) hours on Saturday, or for all time worked on Sundays, or for all holidays or days celebrated as such.

B. Overtime Procedure

All overtime shall be equally divided among employees working in the Electrical Services Department, provided he is qualified to do the job assigned to him.

Overtime shall be assigned by seniority and proceed down the seniority list to the last employee hired; provided that employees may voluntarily trade overtime assignments, with the approval of the department head and mutual agreement as to the manner of charging the trade on the overtime list.

If an employee is called to work on overtime work and cannot be reached, he shall go to the bottom of the list.

If an employee refuses overtime work, he shall be charged on the supervisor's overtime list as though he had actually performed such work.

If an employee is assigned to overtime work and is unable to perform his duties due to a violation of the drug and alcohol policy, he shall be dropped from the overtime seniority list for ninety (90) days following the violation in addition to the appropriate disciplinary action.

No employee shall be required to take time off on regularly scheduled work days to offset overtime worked or to be worked by such employee or employees.

Any employee who is called before his regular starting time shall be granted the opportunity of working out his regular shift and will not be required to suspend work during regular working hours to absorb the overtime.

C. Stand-by Duty

Electricians must be available at all times during stand-by periods. Each electrician shall be required to serve on stand-by duty on weekends and holidays on a rotational basis as designated by the supervisor. Such stand-by duty shall commence at the end of the last regularly scheduled work shift before a weekend or holiday and terminate at the beginning of the first regularly scheduled work shift after the weekend or holiday.

Employees shall be paid for such stand-by duty at a rate of double time for eight (8) hours per two (2) day weekend. For purposes of this paragraph, a two (2) day weekend shall be deemed to commence at the end of the designated work shift on Friday and terminate at the beginning of the designated work shift on Monday.

In the event an employee is required to stand-by on a holiday other than those occurring on a Saturday or Sunday, he shall be paid at the rate of double time for four (4) hours for each holiday. For purposes of this paragraph, a holiday shall be deemed to commence at the end of the working shift on the evening preceding the holiday and shall terminate at the beginning of the designated work shift on the next scheduled work day or, if the holiday occurs on a Friday, at the end of the normal work period that day.

When an employee has been relieved for the day and is required to perform additional duties or he should be called out while on stand-by he shall be paid at the appropriate overtime rate (as set forth in Article VI, A), for each hour actually worked with a minimum of two (2) hours.

D. 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 one and one-half (1-1/2) times or twice (2) the overtime hours worked, depending on the applicable rate as set forth in Section A hereof.

To elect that overtime accumulate as compensatory time, an employee must so advise his department director, through his supervisor, before the end of the payroll period in which the overtime was worked. No employee shall be allowed to accumulate over one hundred (100) hours of compensatory time at any given time.

Compensatory time-off may only be taken upon the approval of the respective department director, which approval shall be at his sole discretion. Employees may request compensatory time-off with a twenty-four (24) hour notice. Compensatory time-off will not be granted when it will interfere with the proper operation of the department's work or cause personnel shortages. Compensatory time-off may be granted with a minimum of one (1) hour increments used. Compensatory time-off shall not be granted either immediately before or immediately after a vacation period.

The method of record-keeping for accumulation and use of compensatory time shall be determined by the City of Aurora. Twenty-four (24) hours of compensatory time may be carried over until February 28th by submitting a written request to the Director of Human Resources by December

1st of the current year. If the approved carried over compensatory time is not used by February 28th, it will be paid out.

ARTICLE VII

Classifications

A. Out of Class Pay

When an employee is assigned to work in a higher classification, with a higher wage rate than he received on his regular scheduled work, then he shall be paid the rate of pay of the higher classification for such time as he shall actually perform the work of that higher classification.

B. Apprentices

The City of Aurora may draw apprentices from the Construction Apprentice Force when needed, and the Union shall recommend apprentices having at least one year's training and experience.

Said apprentices shall be paid at the applicable apprentice rate, according to the prevailing wage established by the Department of Labor for the area of Local No. 461.

No apprentice shall work for the City for a period longer than six (6) months and shall be considered a probationary employee subject to the rules of the Civil Service Commission.

Said apprentice shall attend the regular Apprentice School and maintain the required grade average while employed by the City.

ARTICLE VIII

Leaves of Absence

Section A. Eligibility and Application

Employees shall be eligible for leaves of absence after six (6) months of employment with the Employer. To make application for a leave of absence, an employee must submit a written request for approval to his department director. The request shall state the reason for the leave and the approximate length of time off requested. If approved, the department director shall furnish the employee with written authorization for the leave of absence.

Requests for leaves of absence shall be answered promptly. A request for immediate leave (such as family sickness or death) shall be answered before the end of the shift on which the request is submitted. A request for a leave of absence not exceeding one month shall be answered within seven (7) calendar days. A request for a leave of absence exceeding one month shall be answered within fourteen (14) calendar days.

In addition to accruing seniority while on leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested. For a leave of absence of one month or more, the employee does not accrue sick leave or vacation time.

Section B. Paid Leaves of Absence

- 1a. Death in Family. In the event of death in the immediate family of an employee (spouse, parents, children, step-parent or step-child, brother, sister, grandchild, grandparents or spouse's father, mother, brother, sister or grandparents), the employee shall be granted up to three (3) working days leave of absence with full pay. Additional days may be granted in case of death depending upon travel distance from the City of Aurora. Additional days may be granted depending on circumstances documented in writing and approved by the appropriate Department/ Division/Bureau Head.

It is the intention 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 Resource Department may require proof of attendance at the funeral or memorial service.

An employee shall be granted four (4) hours off with pay to serve as a pallbearer for a deceased employee.

- 1b. Serious Illness or Surgery. In the event of serious illness or surgery in the immediate family of an employee where care is needed and where the employee is the primary caregiver (as described above), the employee will be granted up to three (3) working days of leave of absence with pay. 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 Department Director and the Director of Human Resources. Such approval shall not be unreasonably denied.

2. Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. To receive such compensation, said employee must upon notification of jury duty, inform their supervisor of 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, said employee must submit to the Human Resources Department the amount of jury service fees received.

3. Military Service

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.

An employee who is a member of a reserve unit of the Armed Forces of the United States or the State of Illinois will be granted leave with pay for annual training sessions or schools. Both parties acknowledge and agree that the Employer must follow Federal and State law and City ordinance regarding employees ordered to temporary or permanent military duty, and the extent to which leave is paid shall be governed by such laws.

4. Elections

If an employee is working during the entire polling period of a federal, state, or municipal election, he shall be allowed an adequate leave without loss of pay to go vote. It shall be a condition of such leave that the employee actually go to the polling place and vote during such leave.

5. 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.

6. 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.

Section C. Unpaid Leaves of Absence

1. Reasonable Purpose

Leaves of absence for a limited period not to exceed six (6) months may be granted upon application to the Director of Human Resources. The application shall state the reason for the leave of absence and the time off the employee desires. The approval of the request is determined by the Director of Human Resources.

2. Union Activities

Employees elected to any Union office which takes them from their employment with the Employer, shall at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a

similar period at any time upon the request of the Union with the approval of the Employer and in accordance with Illinois State Statutes which govern Civil Service.

ARTICLE IX

Seniority

A. Seniority in General

Seniority as used herein shall mean the length of service in continuous employment of the Employer. An employee's seniority shall date from time of his employment, except where service is interrupted by reason of lay-off, resignation or discharge.

The seniority of an employee shall terminate under any of the following conditions:

1. When an employee resigns his employment with the City;
2. When an employee is discharged for just cause.

If an employee covered by this Agreement is injured while in the performance of his duty, he shall be entitled to his former position upon his recovery, with full seniority rights, provided he is physically qualified to return to work and provided his accident was not primarily due to carelessness on his part. In case of his return, other employees moved up because of his absence will consent to such demotions or layoffs as may be necessary under the circumstances.

In making promotions or layoffs, the length of service as an electrician in the employment of the Employer shall prevail.

B. Promotions

In making promotions or demotions, seniority as defined in this Article shall be given full consideration and where fitness and ability are equal, seniority shall control. Final determination of qualification shall be made by the Employer, except that any dispute which may arise in connection with any such matter, shall be handled in accordance with the provisions outlined under the Grievance Procedure.

Any employee who is promoted shall be given a reasonable time to acquaint himself with the job and prove his ability to fill same satisfactorily. Should an employee at the end of such trial period prove unfit for the job to which he was promoted, he shall return to his former job without any loss of seniority.

C. Layoffs

Layoffs shall not terminate the seniority of any employee except as provided in the following:

1. When laid off for a period of more than one (1) year;

2. When an employee fails to return to work within two (2) weeks after written notice, by registered mail, to his last known address requesting such return.

Should it become necessary to lay off any employee on account of reduction of forces, the Employer shall give such employee or employees affected, a reasonable notice in advance. If, hereafter, a vacancy occurs, laid off employees shall be offered the opportunity of filling the vacated positions according to seniority.

Layoffs on account of reduction of forces shall be made in inverse order of seniority of the employee within the occupational group of those engaged in similar work covered in this Agreement.

ARTICLE X

Sick Leave

Section A. Sick Leave Credit Accumulation Rate. Employees hired prior to the ratification of the 2013 collective bargaining agreement shall accumulate sick leave credit at the rate of 4.00 hours per pay period. Employees hired after the ratification of the 2013 collective bargaining agreement shall accumulate sick leave credit at the rate of 3.70 hours per pay period.

Employees shall not accrue sick leave while in a leave of thirty (30) calendar days or more.

Section B. Maximum Accumulation of Sick Leave Credit. Employees hired prior to the ratification of the 2013 collective bargaining agreement shall be allowed to accumulate sick leave credit up to a maximum of 872 hours of sick leave. Provided, however, those sick leave hours accumulated in excess of 774 hours shall, at the end of each calendar year, be paid off in cash and removed from the accumulation. Employees hired after the ratification of the 2013 collective bargaining agreement shall be allowed to accumulate sick leave credit up to a maximum of 864 hours of sick leave. Provided, however, those sick leave hours accumulated in excess of 768 hours shall, at the end of each calendar year, 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.

Section C. Sick Leave Pay and Eligibility. Upon accumulation, sick leave credit may be utilized by employees who have contracted or incurred and are suffering from any illness or disability which renders them unable to perform the duties of their position. Sick leave credit shall be paid at the regular straight-time hourly rate of pay in effect for the employee's classification at the time sick leave is being taken. Provided, however, sick leave pay shall be reduced by the amount of any statutory Workers' Compensation benefits received by the employee for the period of disability.

1. Personal Illness or Disability. Employees who have contracted or incurred and are suffering from any illness or disability which renders them unable to perform the duties of their position shall be eligible to receive accumulated paid sick leave.
2. Family Illness or Disability. Employees shall be eligible to receive accumulated paid sick leave in the event of an illness or disability involving their spouse or children if the employee's personal care and attendance is required.
3. Family Hospitalization or Surgery. The employee shall be granted three (3) work days of accumulated sick leave in the event of surgery or hospitalization in the immediate family of an employee (spouse, parents, children, brother, sister, grandparents, grandchildren and current step-parents or step-children, mother-in-law, father-in-law, brother-in-law, or sister-in-law), if the patient's physician certifies in writing on a form provided by the Employer that the employee's leave is necessary. Additional sick days off may be granted depending upon circumstances documented in writing and approved by the appropriate Division Head.

Section D. Sick Leave Notification. It is the responsibility of each employee requesting paid sick leave to notify his supervisor.

An employee who is requesting paid sick leave, in accordance with Section C above, shall notify or cause notification to be made to his supervisor at least thirty (30) minutes before the time specified for the beginning of his work day. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during his work shift, he must notify or cause notification to be made to his supervisor.

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 Director.

Section E. Sick Leave Certification and Approval. If the Department Director has reasonable grounds to believe sick leave is being abused, he may at his discretion require any employee requesting paid sick leave to furnish substantiating evidence or a statement from his attending physician certifying that absence from work was required due to the reason set forth in Section C above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive work shifts.

The Department Director shall have the right at his discretion to verify the report of the 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 statement 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 further be cause for discipline.

Section F. Sick Leave Release. An employee who is sick or disabled for three (3) or more consecutive work shifts may be required at the City's discretion to secure and submit a "Return to Duty" form completed by the employee's physician certifying that he is fit to return to work. This release must be submitted to the Department Director before the employee will be permitted to return to work. The Department Director may also require, at his discretion, that an employee take a medical physical in conjunction with the above sick leave release procedure.

Section G. Separation from Service.

Upon written notice two (2) weeks in advance of resignation or retirement, or in the event of death*, or termination for inability to physically perform the essential functions of the job, employees shall receive paid compensation for any accumulation of sick leave hours. Compensation for employees hired prior to the ratification of the 2013 collective bargaining agreement shall be paid at the employee's regular straight-time hourly rate of pay at the time of separation for up to 774 sick leave hours. Hours in excess of 774 and up to the maximum accumulation of 872 shall be paid at one hundred percent (100%) of the employee's regular straight-time hourly rate of pay in effect at the time of separation. Compensation for employees hired after the ratification of the 2013 collective bargaining agreement shall be paid at the employee's regular straight-time hourly rate of pay at the time of separation for up to 864 sick leave hours. Hours in excess of 768 and up to the maximum accumulation of 864 shall be paid at one hundred percent (100%) of the employee's regular straight-time hourly rate of pay in effect at the time of separation.

In the case of death, payments shall be made to the employee's life insurance beneficiary or if no beneficiary is named then to the employee's estate.

2. An employee who resigns or retires without providing said two (2) week advance written notice, shall be compensated for all accumulated sick leave at fifty percent (50%) of his regular straight-time hourly rate of pay in effect at the time of separation.
3. An employee who is discharged or who resigns in lieu of being discharged shall receive no paid compensation for accumulated sick leave hours.
4. Any exception will be at the discretion of the Director of Human Resources.
5. Employees may elect, in writing, to retain eight (8) hours of sick leave to be included toward IMRF service credit at the time the employee declares the intent to retire. The ability to retain such credit shall be consistent with practices allowable under state laws and IMRF regulations.

Section H. On-the-Job Injury Pay.

1. An employee who is disabled and off work as a result of an injury arising out of and in the course of his employment shall continue to receive his regular full pay for up to thirty (30) calendar days following the date of injury.

- a. Beyond their 30 calendar days, if still disabled and off work, they shall be paid temporary disability payments pursuant to the Illinois Workers Compensation Act. The employee may choose to use sick leave or vacation time prior to applying for disability benefits.
2. An employee injured during working hours shall report the injury immediately to his supervisor. Persons seriously injured shall be taken to the nearest hospital or medical office where special arrangements have been made for City employees. Eye injuries may be treated by a designated physician. It is necessary that the employee notify his supervisor as soon as possible of the injury, and in no event should he delay notification longer than twenty-four (24) hours; provided, however, if injury occurs on the weekend, notification shall be made no later than forty-eight (48) hours. 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.
3. Sick leave benefits shall be applicable in case of on-the-job injuries.
4. 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.
5. When applicable, the employee must sign and turn his workers' compensation payment over to the City in order to get full pay.
6. Should an employee be off on a work-related illness or injury which is anticipated to extend beyond the end of the calendar year, such employee shall be given the option of receiving pay for accrued and unused vacation hours, either incrementally or in one lump sum no earlier than the first full payroll period in December.

Provided, however, that the employer would require a prognosis and statement from the attending physician or specialist in writing that such employee could not return to work until such later date and further it would have to be authorized by the Director of Human Resources in conjunction with the employee's Division Head.

ARTICLE XI Group Insurance

Section A. Employees. The Employer presently has in force a complete group life and hospitalization insurance program covering all Electrical employees and their dependents, which coverage provides benefits that are effective the first day of the month after commencement of full-time or permanent part-time employment. With respect thereto, the City agrees to pay

premiums thereon, except as provided below.

The health insurance plan in effect when this Agreement is ratified shall be continued for bargaining unit employees during the term of this Agreement; 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.), as it deems appropriate, so long as such changes are equally applicable to regular, non-exempt and exempt full-time unrepresented City employees. Nothing in this Agreement shall prevent the Employer from offering employees an alternative medical insurance plan with varying levels of benefits, deductibles and co-pays so long as the Employer continues to offer a group medical program substantially similar to that provided to regular, non-exempt and exempt full-time unrepresented City employees.

Effective January 1, 2021, employees will be required to pay the amount chosen by them toward the premium for health insurance coverage, which rate and percentage may be amended from time to time. Such premium amounts will be payable each pay period.

HMO

Employee	17.5% of Prevailing Premium
Employee + Child	17.5% of Prevailing Premium
Employee + Spouse	17.5% of Prevailing Premium
Employee + Family	17.5% of Prevailing Premium

PPO, EPO, POS, HDHP or Indemnity

Employee	17.5% of Prevailing Premium
Employee + Child	17.5% of Prevailing Premium
Employee + Spouse	17.5% of Prevailing Premium
Employee + Family	17.5% of Prevailing Premium

Deductibles

1/1/2022-12/31/2024

In-Network	\$750 (S) \$1,500 (F)
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Out-of Network	\$1,500 (S) \$3,000 (F)
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Out of pocket maximum

In-Network with Deduct.	\$2,750 (S) \$5,500 (F)
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and dismemberment benefits together with hospital, surgical and medical benefits provided the retiree pay the premium for such coverage in a timely fashion as hereinafter set forth. It is further provided that such retiring employee will be allowed to elect, at time of retirement and on a one-time only basis, the City Group Insurance Plan.

For purposes of this Section "Retirement" shall mean that time when an employee ceases employment with the City of Aurora by giving timely written notice of his/her chosen date of retirement and further, that the employee is statutorily eligible to draw retirement/pension benefits.

Retiree rates for retirees hired on or after January 1, 2011 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.

Retiree Rates for Retirees Hired Prior to January 1, 2011 are as follows:

The group insurance coverage shall be made available at twenty-four percent (24%) for retiree; thirty percent (30%) for retiree + 1; and thirty-two percent (32%) for retiree + family of the prevailing premium, as adjusted from time to time.

The contribution rate for all retired employees shall freeze upon the employee's 65th birthday through the remainder of the contract.

Eligibility for such coverage shall automatically cease upon the death of such retired employee.

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

Supplemental insurance coverage for retirees reaching age sixty-five (65) shall be as provided for in City of Aurora Resolution No. R91-389, dated December 3, 1991.

All retired employees eligible for personal insurance coverage under the terms of this Section shall be billed for their premiums. In the event the employee fails to pay said premium to the City within thirty (30) days of billing, his/her personal insurance coverage shall automatically be terminated by the City.

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 of Aurora again.

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

Section D. Continued Health Coverage. 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. Provided, however, it is the responsibility of the employee to make application for such.

Section E. Dental Plan. The City provides 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 for such coverage as is paid by other City employees.

ARTICLE XII

Vacations

The employer shall grant paid vacations in accordance with the following schedule to be effective January 1, 2007 based upon the following service requirements:

<u>Years of Service</u>	<u>Vacation Period Earned</u> (Straight Time Hours)
1 year through 5 years	80 hours per year (2 weeks)
Beginning 6 years through 10 years	120 hours per year (3 weeks)
Beginning of 11 years day)	128 hours per year (3 weeks plus 1
Beginning of 12 years days)	136 hours per year (3 weeks plus 2
Beginning of 13 years days)	144 hours per year (3 weeks plus 3
Beginning of 14 years days)	152 hours per year (3 weeks plus 4
Beginning 15 years through 17 years day)	168 hours per year (4 weeks plus 1
Beginning 18 years through 20 years days)	184 hours per year (4 weeks plus 3
Beginning 21 years or more	200 hours per year (5 weeks)

An employee shall be allowed to take forty (40) hours of vacation after six (6) continuous months of employment; provided, however, that he shall not be allowed to take more than a total of eighty (80) hours of vacation during the calendar year in which he completes his first (1st) year of employment.

The Employer shall grant vacation time off by request for the employee on a first-come, first-served 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 seniority if the request for vacation has been made in writing by February 28 of the calendar year.

Employees must indicate, no later than September 30th of each year, their final vacation preference. This does not preclude employees from changing their vacation request after September 30th, operations permitting.

Vacation periods shall be taken in the year accrued provided, however, that unused vacation time, not exceeding forty (40) hours, may be carried over until February 28th of the following year. In order for vacation to be carried over, the employee must submit a written request to the Director of Human Resources by December 1st of the current year. All carried over vacation time must be used by February 28th or such time will be paid out. In addition, all time not used by December 31st and not requested for a carry-over shall be paid out by February 28th.

Employees are required to take one (1) week of vacation in a forty (40) hour (5 day) increment except where the employee requests smaller increments and receives approval from his department director, he shall be allowed to take remaining time in minimum increments of four (4) hours.

Employees who are on a leave of absence of one (1) month or more or who are receiving statutory Workers' Compensation benefits do not accrue vacation time.

If a holiday occurs during the week or weeks in which a vacation is taken by an employee, the employee's vacation period may be extended an additional work day. However, at the discretion of the department head and for reasons of scheduling, it may be necessary to have the employee select another day off for the purpose of receiving time off for this holiday.

Any employee who is laid off, resigns or retires prior to taking his vacation shall be compensated for the unused vacation he has accumulated at the time of separation, to be paid on a pro-rata basis.

Pay In Lieu of Vacation. Employees who by length of continuous service are entitled to three (3) or more weeks of vacation may request that any amount of time over two (2) weeks be paid at straight time in lieu of time off. Provided, however, employees who elect to exercise this option pursuant to the above must indicate their intent, in writing, at time of annual vacation picks; such actual payout to be requested no later than November 1 of the calendar year and paid no later than the first full payroll period paid in December. Further, vacation buy-back must be in increments of forty (40) hours only.

ARTICLE XIII

Holidays

To be eligible for holiday pay, an employee must have been employed more than fourteen (14) calendar days. Employees shall be entitled to designate holidays and floating holidays according to the following schedule:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Juneteenth Day

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
½ Day Christmas Eve
Christmas Day
½ Day New Year's Eve
7 Floating Holidays

Designated holidays shall be recognized and observed on the dates established annually by resolution of the City Council. The first floating holiday in a given year shall accrue in January. The remaining floating holidays shall accrue proportionately upon the end of each calendar quarter of service. Employees shall not accrue floating holiday time for any pay period during which they have not worked 70% of the available working hours of that period. For purposes of this section, the "available working hours" shall be the regularly scheduled hours less any hours taken as vacation, holiday, compensatory time-off, paid sick leave, or family sickness and death leave under Article VIII, Section B(1).

Each such floating holiday may be taken at any time during the calendar year on a first-come, first-served basis, subject to prior approval at the sole discretion of the department director, and may be taken with prior approval in minimum of four (4) hour increments, either a.m. or p.m., provided however, a minimum of one (1) day of floating holiday time taken in four (4) hour increments or smaller increments at the discretion of the department director shall be allowed each year. Request will not be unreasonably denied. If an employee terminates for any reason after having taken more floating holidays than have accrued, his final paycheck shall be reduced pro-rata. Floating holidays may be carried over until February 28th and must be used by February 28th of the immediately succeeding year or, at such time, will be paid out. In order to carry over floating holiday time to February 28th, the employee must make a written request to the Director of Human Resources by December 1st of the current year.

Employees shall request floating holidays in writing at least two (2) work days in advance. If the department director approves, he shall provide the employee with written approval within twenty-four (24) hours of such request, when possible. All floating holiday time must be scheduled no later than September 30 of that calendar year. This does not preclude employees from changing their floating holidays request after September 30th, operations permitting. Failure to so provide written approval shall be considered a denial. Approvals may be withdrawn at any time and the employee may be required to report for work. Provided, however, that if such written approval is withdrawn, then the employee shall be paid at the rate of one and one-half (1-1/2) times his regular straight-time hourly rate for hours worked that day and shall also be allowed to reschedule the floating holiday.

Holiday pay for the designated holidays and the floating holidays shall be computed at the employee's regular straight-time hourly rate of pay for the number of regularly scheduled hours in the work day, up to a maximum of eight (8) hours. In order to be eligible for holiday pay, employees must work their last regularly scheduled work day immediately preceding and their

first regularly scheduled work day immediately following the holiday, unless they are excused in writing by the department head from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of paid vacation leave, paid sick leave, or other approved paid leaves. The department director may require a physician's statement or other documentation to substantiate the paid leave.

ARTICLE XIV

Tuition Reimbursement

A. General Rules

The City currently provides educational reimbursement toward individual courses, certifications, associates, bachelor, and master degrees within the following parameters and to the extent budgetary constraints allow. The maximum amount of reimbursement will be limited to \$2,500 for an associate's degree, \$5,000 for a bachelor's degree and \$6,000 for a master's degree per employee during a calendar year. The maximum tuition reimbursement for any individual will not exceed \$6,000 per calendar year.

Employees who enroll in a college-level or graduate-level degree program may request reimbursement of expenses as herein provided by submitting a written request to the Human Resources Department at least (4) weeks prior to the start of classes. 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, the degree sought, and the amount of tuition and required fees. The requestor must notify Human Resources of any changes (ex. class change) at least seven (7) days before the course begins.

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 fifty percent (50%) reimbursement of the cost of tuition and required fees (excluding lab 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, provided within **60 days** from completion of course. In the event only pass or fail grades are given, a passing grade is required.
3. Receipts for tuition and required fees, provided within **60 days** from completion of course.

B. Service Requirements

(1) 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 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 the 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.

An employee who receives an undergraduate or graduate degree through the City’s educational reimbursement program, shall be required to work for the City on (1) additional year for each thirty (30) semester hours of 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 by charge, 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.

*There may be different provisions in the employee’s collective bargaining agreement that will supersede the general policy.

ARTICLE XV

Drug and Alcohol Policy

Section 1. Policy Statement

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

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

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, for which the person tested does not submit a valid predated prescription. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. 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.

B. "Impairment" due to drugs and/or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug and/or alcohol in his/her body. Where impairment exists (or is presumed) incapacity for duty shall be presumed.

C. "Positive Test Results" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration level specified in Sections 6 and 13.

- D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the use of a legally prescribed drug for which a valid, predated prescription cannot be documented, which results in evidence of impairment while on duty.

- E. The term "alcohol abuse" means the use of alcohol on- or prior to duty, such that at any time during working hours, the level of alcohol indicated in Section 13 can be detected via breath/urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.

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

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

Section 4 The Administration of Tests

A. Informing Employees Regarding Drug and Alcohol Testing

All employees will be fully informed, in writing, of the Employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs/alcohol on job performance. In addition, the Employer will inform the employees of how the test is conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug/alcohol use. All newly hired employees

will be provided with this information on their initial date of hire. No employee shall be tested unless this information has been provided to him/her.

B. When a Test May be Compelled

There shall be no across-the-board or random drug/alcohol testing of employees, except as otherwise provided in this Article. Where there is reasonable suspicion that an employee is under the influence of 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. 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 choose. A drug/alcohol test may be required when an employee has been arrested or indicted for conduct involving illegal drug related activity, on- or off-duty. A Department Head must have confirmation of reasonable suspicion from the Human Resources Director. The management group shall be notified and the Employer shall arrange for a drug/alcohol test. The Employer shall inform the employee being ordered to submit to the test his/her right to consult with a management group representative before submitting to the test. Refusal of an Employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will cause for discipline up to and including discharge. 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 Employer shall arrange for a drug/alcohol test.

C. Reasonable Suspicion Standard

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

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

D. Order to Submit to Testing

When an employee is ordered to submit to testing, the Employer shall provide the employee

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

Section 5 Conduct of Tests

In conducting the testing herein specified, the Employer shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that is accredited DHHS or SAMHSA.
- B. Establish a chain of custody procedure consistent with DOT regulations for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- C. Provide the employee tested with an opportunity to have the additional sample tested by a SAMHSA-accredited clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City of the desire to do so within forty-eight (48) hours of receiving notification of positive test results.
- D. Require that the Laboratory or hospital facility report to the Employer when a breath or urine sample is positive only if both the initial screening and confirmatory test are positive including for a particular drug, and the Medical Review Officer verifies the result (in a drug test situation). The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and Union shall not use such information in any manner or forum adverse to the employee's interest.
- E. Require with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.
- F. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.
- G. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the

employee's personnel files;

- H. The testing, results and circumstances requiring the testing are confidential and will be held in the highest degree of confidence.

Section 6 Drug Testing Standards

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

	<u>Initial Test Level</u>
Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines.	300 ng/ml
Cocaine metabolites.	300 ng/ml
Marijuana metabolites.	50 ng/ml
Methadone.	300 ng/ml
Methaqualone	300 ng/ml
Opiate metabolites	2000 ng/ml
Phencyclidine.	25 ng/ml
Propoxyphene	300 ng/ml

Confirmatory Test Level

Amphetamine	500 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines.	200 ng/ml
Cocaine metabolites	150 ng/ml
Marijuana metabolites	15 ng/ml
Methadone.	200 ng/ml
Methaqualone	200 ng/ml
Opiates.	2000 ng/ml
Phencyclidine.	25 ng/ml
Propoxyphene	200 ng/ml

B. Breath Alcohol Testing

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

Section 7 Alcohol Test Standards

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

Section 8. Voluntary Request for Assistance

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

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

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

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

Section 9 Discipline

A. First Positive (Employees hired prior to ratification of the 2013 collective bargaining agreement with at least ten (10) years of service)

In the first instance that an employee hired prior to ratification of the 2013 collective bargaining agreement with at least ten (ten) years of City service tests positive for drugs or if found to meet or exceed the breath alcohol level specified in Section 7, 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:

1. Undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of drugs or abuse of alcohol;
3. Complete the course of treatment prescribed, possibly including an "after-care" group, for a period up to twelve months;
4. Submit to random testing during working hours for a period of up to twelve months.

Employees who do not agree to the foregoing, shall be subject to discipline, up to and including discharge. Nothing herein shall limit the right of the Employer to seek disciplinary action greater than that set forth herein if the employee further engaged in misconduct which otherwise provides an independent basis for disciplinary action.

The Employer 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.

B. First Positive (Employees hired prior to ratification of the 2013 collective bargaining agreement with less than ten (10) years of service and all employees hired after the ratification of the 2013 collective bargaining agreement)

Employees hired prior to ratification of the 2013 collective bargaining agreement with less than ten (10) years of City service and all employees hired after the ratification of the 2013 collective bargaining agreement who test positive for the presence of drugs or alcohol the first time 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:

1. Undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of drugs or abuse of alcohol;
3. Complete the course of treatment prescribed, possibly including an "after-care" group, for a period up to twelve months;

4. Submit to random testing during working hours for a period of up to twelve months.

Employees who do not agree to the foregoing, shall be subject to discipline, up to and including discharge. The Employer 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.

2. Second Positive

Employees who test positive for the presence of drugs or alcohol a second time during the course of their employ with the Employer shall be discharged

Section 10 Insurance Coverage

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

Section 11 Duty Assignment

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

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

Section 12 Confidentiality of Test Results

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

Section 13 Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a complaint directed to their Department Head concerning any testing permitted by this Agreement.

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

Step 1 Within five (5) business days of receipt by the employee of the testing results, the employee must file his written complaint with their Department Head. The Department Head shall have five (5) business days to respond in writing to the employee's Complaint.

Step 2 If the Department Head's written response does not satisfy the employee, he may appeal the Department Head's decision to the Director of Human Resources by filing within five (5) business days of receipt of the Department Head's response, an appeal in writing with the Director of Human Resources. The Director of Human Resources shall hold a hearing on the appeal within five (5) business days of receipt of the appeal. The Director of Human Resources shall then issue a written opinion within five (5) business days of the date of the hearing.

ARTICLE XVI

No Strikes - No Lockouts

The Union agrees that neither it nor any of its members, officers, or agents will call, institute, authorize, instigate, promote, sponsor, participate in, sanction or ratify any strikes, work stoppage, slow down or withholding of services during the term of this Agreement.

Any or all employees who violate any provisions of this Article may be discharged or otherwise disciplined by the City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE XVII

Pledge Against Discrimination and Coercion

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

The Employer agrees not to interfere with the rights of the employees to become members of the Union or have employees not to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer's

representative, or the Union, or any Union representative against any employee because of Union membership or because of lack of Union membership, or because of any employee activity in an official capacity on behalf of the Employer or Union, or for any other cause. The Union recognizes its responsibility as the bargaining agent and agrees to represent all employees who hold membership in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE XVIII

Clothing and Tools

The Employer agrees to provide uniforms and foul weather gear as needed to employees whose work requires them.

The City will provide all qualified employees with an annual allowance for protective footwear. The City agrees to reimburse employees up to \$175.00 annually during the life of the contract for work boots purchased for the employee's job. The Occupational Safety and Health Administration (OSHA), has established a standard for foot protection that the City of Aurora is obligated to follow. All employees that are exposed to potential foot injury as part of their daily duties are hereby required to wear shoe/boot that meet or exceed the standard. The Supervisor can identify those employees that this requirement applies to.

In order to qualify for the annual protective footwear allowance, the employee must:

1. Be engaged in an activity as a part of his duties that poses a potential risk of foot injury as described by the Act and is approved by his supervisor.
2. Submit the original receipt for the purchase of protective footwear to Human Resources for reimbursement.
3. The employee shall be required to wear protective footwear at all times while performing his duties. If an employee is engaged in classroom training or seminars protective footwear is not required.

The Employer agrees to provide gloves for safety reasons.

Electricians shall be granted a \$150.00 tool allowance annually. The allowance is for the purpose of replacing tools needed in the performance of their jobs for the City or purchasing tools newly required due to changes in equipment or technology.

An inventory of the tools shall be made at the beginning of employment or within thirty (30) days after this Agreement is signed. All personal tools on the premises must be accounted for on the inventory. The above is for the purpose of replacing tools needed in the performance of their jobs for the Employer, or of purchasing upon presentation to Human Resources a receipt showing the purchase and its cost and an updated inventory list of the employees' tools. If the replacement is made necessary by theft, a full report of the circumstances and the time and place of the theft shall be provided to the supervisor, within twenty-four (24) hours. If the tools are all, or substantially,

destroyed or stolen through fire or burglary on the Employer's premises, the tools inventoried will be replaced by the Employer. Items that are not on the most current inventory list shall not be reimbursed or replaced in the event of a loss.

HEALTH AND FITNESS

The City of Aurora shall pay up to a maximum of \$225 toward a health and/or exercise club of the employees' choice. Payment for memberships shall be made by the City directly to the appropriate facility on behalf of the employee or to the employee upon presentation of a receipt payment to the Human Resources Department. This program shall be administered by the Human Resources Department.

ARTICLE XIX

Labor Management Meetings

In the event any issues are raised by the union concerning non-bargaining unit employees performing electrical work above and beyond their skill level and/or job requirements, a joint Labor Management Committee shall be convened and shall be comprised of a maximum of two (2) representatives each for both the Union and the employer, with these representatives to be selected and designated by the union and the Director of Human Resources respectively. The Committee shall meet at such times as may be mutually agreed upon between the parties. Whenever the Union desires such a meeting, it shall submit a written request for a meeting along with an agenda setting forth the proposed subject matter(s) to be discussed. Such request shall be submitted to the Director of Human Resources or designee at least one (1) week before desired date of meeting.

ARTICLE XX

Savings Provision

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid Federal or State Law, including the Illinois Civil Service Statutes which govern the Employer's form of government, and applicable City Ordinance, such term or provision shall continue in effect only to the extent permitted by such law, provided that such Articles or parts of Articles cannot be amended to be applied and valid under Federal and/or State Laws. If, at any time thereafter, such term or provision, as originally embodied in this Agreement shall become valid, it shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE XXI

Safety

Section A. Safety Rules

In order to ensure the safety of all City employees and the public, the City and the Union agree to comply with all laws applicable to its electrical and maintenance operations concerning any and all work performed by employees covered by this Agreement. All such employees shall comply with safety rules, regulations and standard operating procedures established by the City and issued in writing to all bargaining unit employees. Said safety rules, regulations and standard operating procedures may include but are not limited to sections of the current safety rules published by the IBEW and any applicable state and federal agencies. Where there is any conflict between safety rules, the City issued safety rules will prevail.

In addition to Section A. above, the following additional safety provisions will apply to all bargaining unit employees:

Section B. Safety Glasses

The Employer shall provide safety glasses for each employee who is required to wear them at appropriate times as directed. Glasses will be replaced at the discretion of the Department Director.

Section C. Hard Hats

The Employer shall provide hard hats for all employees covered by this Agreement. Employees will be required to wear the hard hats in accordance with the departmental work and safety rules.

Section D. Reflective Vest and Traffic Safety Devices

The Employer shall provide reflective vests for all employees covered by this Agreement. Employees will be required to wear reflective vests at all times while on calls for service in the public right of way or if required indoors. Traffic cones and/or barricades will also be provided and should be in each vehicle that responds to calls for service. Employees will be trained in the proper use of said cones and will be required to use them while performing electrical maintenance duties.

Section E. Safety Harness/Use of Aerial Lift Trucks

Employees must wear the safety harness at all times while in the bucket of the aerial lift truck. Employees must operate aerial lift trucks in compliance with applicable training and within the manufacturer's guidelines for use of said trucks.

Section F. Failure to Comply

Employees who fail to comply with safety rules or provisions as specified herein, will be subject to discipline up to and including termination.

FOR THE UNION

Date Executed

FOR THE CITY OF AURORA, ILLINOIS

Mayor

City Clerk

APPENDIX A

This Schedule of Hourly Pay Rates, Labeled APPENDIX A, is attached to and made a part of that certain Labor Agreement executed on and between the City of Aurora and Local 461, of the International Brotherhood of Electrical Workers, AFL/CIO.

A. The following hourly base pay rates, shall take effect the payroll period which includes January 1, 2022 which represents an approximate 2.75% increase over the previous year’s wage agreement.

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ELECTRICIAN	42.19	43.03	43.89	44.77	45.65	46.58	47.51	48.46	49.42	50.42	51.42

ELECTRONIC REPAIR TECHNICIAN 54.49
 ELECTRICAL SUPERVISOR 56.57

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Electrical Maintenance Operator	33.40	34.17	34.81	35.58	36.23	37.03	37.67	38.52	39.23	40.11	40.86	41.78	42.60

The following hourly base pay rates shall take effect the payroll period which includes January 1, 2023 which represents an approximate 3% increase over the previous year’s wage agreement.

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ELECTRICIAN	43.46	44.32	45.21	46.11	47.02	47.98	48.94	49.91	50.90	51.93	52.96

ELECTRONIC REPAIR TECHNICIAN 56.12
 ELECTRICAL SUPERVISOR 58.27

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Electrical Maintenance Operator	34.40	35.20	35.85	36.65	37.32	38.14	38.80	39.68	40.41	41.31	42.09	43.03	43.88

The following hourly base pay rates shall take effect the payroll period which includes January 1, 2024 which represents an approximate 3% increase over the previous year's wage agreement.

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ELECTRICIAN	44.76	45.65	46.57	47.49	48.43	49.42	50.41	51.41	52.43	53.49	54.55

ELECTRONIC REPAIR TECHNICIAN 57.80
 ELECTRICAL SUPERVISOR 60.02

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Electrical Maintenance Operator	35.43	36.26	36.93	37.75	38.44	39.28	39.96	40.87	41.62	42.55	43.35	44.32	45.20

Effective upon ratification, new 13 step pay schedules for Electrical Maintenance Operator and new 11 step pay schedule for Electricians will apply to new hires only. Current members would remain on existing pay schedule.

Depending on fitness, skills, ability and experience, newly hired Electricians may start at Step 1 and upon satisfactory performance shall advance one (1) step after twelve (12) months until they reach the top pay step.

Newly hired Electricians who have completed a five (5) year IBEW apprenticeship program and are currently members of IBEW shall start at Step 5 and after six (6) months of satisfactory performance shall be advanced to Step 6. Thereafter, shall advance one (1) step after twelve (12) months until they reach the top pay step.

Longevity

Employees will be eligible for the following longevity added to their gross wage effective the first payroll period following their anniversary:

<u>Total</u>	<u>Base</u>			<u>Add</u>
10 Completed Years	.50%		.50%	
15 Completed Years	.50%	.50%		1.00%
20 Completed Years	1.00%	.50%		1.50%
25+ Completed Years		1.50%	.50%	2.00%

Employees in the classifications of Electrician, Electronic Repair Technician, and Electrical Supervisor who obtain I.M.S.A. certifications or Staking University certification for locating utilities listed below shall receive an annual stipend. The schedule for such stipend shall be as follows:

Level 1 - Traffic Signals = \$200

Level 2 - Traffic Signals = \$300

Level 3 - Traffic Signals = \$400

Roadway Lighting = \$200

Utility Locating = \$200

Utility Locating, Instructor = \$250

The maximum stipend paid to any individual shall be \$400.00 per year. The stipend shall be paid the second full payroll period of the year.

Employees in the classification of Electrician, Electronic Repair Technician, and Electrical Supervisor may get one (1) certification class per year subject to budgetary constraints.

This appendix shall remain in full force and effect during the period of such negotiations and until such time as a new or modified Appendix is executed or until the aforesaid Agreement is terminated, whichever shall first occur.

For Local 461 of the International
Brotherhood of Electrical
Workers AFL/CIO

For the City of Aurora

Mayor

City Clerk

Date

APPENDIX B

This Appendix, marked Appendix B, is attached to and made a part of the Agreement between the City of Aurora and Local 461 of the International Brotherhood of Electrical Workers, AFL/CIO.

It is understood and agreed to, between the City and the Union that all Articles of this Agreement are effective upon ratification of the Agreement with the exception of all paid time contained in Appendix A; such to be effective January 1, 2013.

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

1. be on the active payroll as of date of ratification to this Agreement by the City Council; or
2. have retired from active service under the Illinois Municipal Retirement Pension Plan in effect for the covered employee.

For Local 461 of the International
Brotherhood of Electrical
Workers AFL/CIO

For the City of Aurora

Mayor

City Clerk

Date

Memorandum of Understanding
Between
The City of Aurora
&
I.B.E.W. Local 461

Non-electrical union employees may only perform minor electrical maintenance and/or repair work within their job descriptions and skill level on existing building items.

City electricians are to perform all major electrical work as operationally necessary and as approved by their supervisors through normal work order procedures.

Union

Date

City

Date

SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF AURORA
(a.k.a.: The Employer)
&
IBEW LOCAL 461
(a.k.a.: The Union)

APPLICATION OF THE NEW DRUG AND ALCOHOL TESTING LANGUAGE

1. During the course of negotiations over the 2013 collective bargaining agreement, the parties have agreed that, notwithstanding the new language of Section 9, Discipline, of the Drug and Alcohol Article, Joseph Schag III and Corey Tyner shall be treated as employees under Subsection A of Section 9 in the event they first test positive for drugs and/or alcohol.

2. This arrangement is non-precedential, and only shall remain in effect for those employees mentioned herein.

Executed this 18th day of June, 2018.

CITY OF AURORA

IBEW LOCAL 461

Signature

Signature

City of Aurora

IBEW Local 461

Date

Date