

LABOR AGREEMENT

Between

CITY OF AURORA

And

LOCAL 1514, COUNCIL 31
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL/CIO

Executed this 6th ~~27th~~ day of

May ~~September~~, 2025~~2~~

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
Article 1 Recognition	1
Article 2 Union Dues	1
Article 3 Management Rights	2
Article 4 <u>Intentionally Blank Article</u>	
<u>Article 5</u> Seniority Applications	2
A. Definition of Seniority	2
B. Definition of Terms.....	3
C. Filling Positions within a Division	5
D. Filling Positions Inter-Divisionally Within the Bargaining Unit	5
E. Transfers-Bids for Lateral Re-Assignment Within the Bargaining Unit	6
F. Temporary Employees	6
G. Bidding Procedures	6
H. Layoff	6
I. Re-Employment	7
J. Rehires	8
K. Welfare to work	8
L. Subcontracting	8
 Article 65 Regular Hours of Work	 8
A. Application	8
B. Workday	9
C. Work Week	9
D. Work Schedules	10
E. Rest Periods and Clean-up Time	10
 Article 76 Overtime	 10
A. Overtime Rates	11
B. Overtime Distribution	11
C. Customer Service Worker Overtime	13
D. Compensatory Time-Off	13
E. Completion of Work-In-Progress	13
F. Standby Duty	13
G. Call-Time for Emergencies	14
 Article 87 Holidays	 14
A. Eight (8) Hour per Day Employees	14
B. Plant Operators, Water Production Workers	14
C. General Provisions	15
 Article 98 Vacations	 15
 Article 109 Sick Leave	 17
A. Sick Leave Credit Accumulation Rate.....	17
B. Maximum Accumulation of Sick Leave Credit	17
C. Sick Leave Pay and Eligibility.....	18
D. Sick Leave Notification	18
E. Sick Leave Certification and Approval	18
F. Sick Leave Release	18
G. Separation from Service	18
H. On-the-Job Injury Pay	19

TABLE OF CONTENTS (continued)

		<u>Page</u>
	Article 1 10	Leaves of Absence 20
	A. Eligibility and Application.....	20
	B. Paid Leaves of Absence	20
	1. Death in Family	20
	2. Serious Illness of Surgery	20
	3. Jury Duty	20
	4. Military Service	20
	5. Elections	20
	6. Maternity Leave	20
	7. Paternity Leave	21
	C. Unpaid Leaves of Absence	21
	1. Reasonable Purpose	21
	2. Union Activities	21
	D. Use of Employees Temporarily During Leaves of Absence.....	21
	Article 1 21	Tuition Reimbursement 22
	A. General Requirements	22
	B. Environmental Protection Agency: Training.....	22
	C. ASE/EVT Training/Certification.....	22
	Article 1 32	Classification and Wages 24
	A. Wage Schedule	24
	B. Shift Differential (Including Continuous Operations).....	24
	C. Temporary Assignment to a Higher Classification	24
	D. Merit Increase	24
	E. Pay Period	24
	F. Longevity	24
	G. Interpreter's Bonus	25
	Article 1 43	Discipline and Discharge 25
	Article 1 54	Grievance and Arbitration 25
	A. Grievance Procedure	26
	B. Arbitration	27
	C. Grievance Committees	27
	D. Procedure in Disciplinary Action	28
	E. Expedited Grievances	28
	Article 1 65	Health and Safety 29
	Article 1 76	Equal Opportunity/Affirmative Action 29
	A. Pledge Against Discrimination and Coercion.....	29
	B. Affirmative Action Plan/Policy of 1992	29
	C. Harassment Policy	30
	Article 1 87	General Provisions 30
	A. Bulletin Boards	30
	B. Work Rules	30
	C. Evaluations	30
	Article 1 98	Clothing, Tool, Car Allowance and Commercial Driver's License (CDL) 31
	A. Clothing Allowance	31
	B. Tool Allowance	32
	C. Commercial Driver's License (CDL)	32
	D. Health and Fitness.....	32

	Article 20 ¹⁹	Union Business - On Employer's Time	32
	Article 2 1 ⁰	Group Insurance	33
		A. Employees	33
		B. Opt-Out.....	35
		C. Section 125 Benefit	35
		D. Disabled Employee Continued Health Coverage	35
		E. Group Life Insurance	35
		F. Continued Health Coverage	35
		G. Compliance with Health Care Legislation.....	35
		H. Insurance Cost Containment Committee	35
		I. Notice of Changes Pursuant to Subsection A or G; Meet and Confer...	35
		J. Retired Employees Eligibility for Health Insurance	36
		K. Dental Insurance	36
	Article 2 2 ¹	Physical Examination	36
	Article 2 3 ²	Savings Provision	37
	Article 2 4 ³	No Strike - No Lockout	37
	Article 2 5 ⁴	Effect of Agreement	37
	Article 2 6 ⁵	Equal Responsibility	38
	Article 2 7 ⁶	Seniority Lists/Personnel Transactions	38
	Article 2 8 ⁷	Inspection of Personnel Files	38
	Article 2 9 ⁸	Labor Management Meetings	38
	Article 30 ²⁹	Term of Agreement	39
	LOU	Promotion/Demotion–Labor Supervisor	40
	Appendix A	Tier 1 Employees	
		Schedule of Hourly Pay Rates (2021)	41
		Schedule of Hourly Pay Rates (Jan 2022)	43
		Schedule of Hourly Pay Rates (Jan 2023)	45
		Schedule of Hourly Pay Rates (Jan 2024)	47
		Tier 2 Employees	
		Schedule of Hourly Pay Rates (Jan 2021).....	49
		Schedule of Hourly Pay Rates (Jan 2022).....	51
		Schedule of Hourly Pay Rates (Jan 2023).....	53
		Schedule of Hourly Pay Rates (Jan 2024)	55
	Appendix B	Pay Steps and Promotions	57
	Appendix C	Drug and Alcohol Testing Policy	59
	LOU	Letter of Understanding (Parks Operations and Maintenance Only).....	66
	LOU	Covid-19 Side Letter	67

PREAMBLE

This Agreement entered into by the City of Aurora, Illinois, hereinafter referred to as the "EMPLOYER", and Local No. 1514, Council 31, American Federation of State, County, and Municipal employees, AFL/CIO, hereinafter referred to as the "UNION", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of salaries, hours of work and other conditions of employment.

ARTICLE 1

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for all employees of the City of Aurora who hold job classifications as set forth in Appendix A in the following Departments and Divisions thereof. (Hereinafter referred to as "Employees")

Said recognition specifically does not extend to temporary or seasonal personnel. Employees who are covered by this Agreement are not required to join or maintain membership in the Union as a condition of continued employment.

FINANCE DEPARTMENT	PUBLIC WORKS DEPARTMENT	
Water Billing	Equipment Services	Water Meter Maintenance
	Transit Centers-Rt. 25 & Rt. 59	Water Production
	Maintenance Services	Water & Sewer Maintenance
	MVPS – Maintenance	
	Parks & Recreation	
	Phillips Park Zoo	
	Phillips Park Golf Course	
	Street Maintenance	

ARTICLE 2

Union Dues

The City and the Union agree to comply with the Illinois Public Labor Relations Act as amended by Public Act 101-0620. The City and the Union further agree that any alleged violation of Public Act 101-0620 will be resolved in accordance with Article 15, Grievance and Arbitration.

Indemnification. The local Union, Council 31 and the international parent organization, American Federation of State, County and Municipal Employees, shall indemnify the Employer, its elected officials, employees and agents, and shall hold each and all of them harmless against any and all claims, demands, suits or other forms of liability which arise out of or by reason of any action taken by each and all of them for the purpose of complying with Articles 2. The Employer agrees to immediately inform the Union of its receipt of any claims, demands or lawsuits concerning these matters and to provide the Union copies of all pleadings and related materials.

ARTICLE 3

Management Rights

The City of Aurora, Illinois shall retain the sole right and authority to operate and direct the affairs of the Employer and departments as listed in this Agreement in all its various aspects, including, but not limited to, all rights or functions of management and authority exercised by the Employer prior to the execution of this Agreement except as modified in this Agreement. Among the rights retained by the Employer are the Employer'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 all the operations and/or services to be conducted in or at the listed departments or by employees of the Employer; to schedule and assign employees to various positions within classifications in the department; to hire and fairly and objectively evaluate employees, promote, demote, suspend, discipline or discharge for just cause, within the statutes and ordinances in such case made and provided; to establish reasonable work and productivity standards and to, from time to time, change those standards; to assign overtime; to create positions or relieve employees due to lack of work or for other legitimate reasons; to determine the methods, means, organization, and number of personnel by which such operations and service are to be conducted; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities and/or introduce new or improved ones including contracting and subcontracting; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE 4

Intentionally Blank Article

ARTICLE 5

Seniority Applications

Section A. Definition of Seniority. For purposes of this Agreement, seniority shall be defined as an employee's length of continuous full-time service since his most recent date of hire less any service deduction adjustments due to time off of more than sixty (60) consecutive calendar days due to lay-off, approved unpaid leave of absence, or due to time off of more than 120 days for a temporary disability rendering him unable to perform his regular duties. Suspensions and workers compensation absences of less than one (1) year shall not affect seniority. Employees on any kind

of leave may bid on an open position as long as they have a return to work date of 30 days from the date of posting.

1. Divisional seniority shall be considered first in all transactions specifically provided in this Agreement and shall be based on employee's continuous length of service in the division in which he is employed, from the date of employment in the division.

a. On making promotions, demotions, transfers, filling positions, additions or newly created positions within the bargaining unit in accordance with this Article, seniority as here above defined, shall be given full consideration, and where fitness, skills, ability and qualifications to perform the required work are relatively equal, seniority shall control. Where there is a demonstrable difference between the candidates' fitness, skills, ability and qualification, the employer may choose a less senior candidate.

b. Shift preference shall be determined by divisional seniority in grade. Shift preference may not apply to new hires for the first one-hundred and eighty (180) days of employment.

c. Water Production Division employees shall be entitled to exercise divisional seniority within job classification for shift preference, provided employee requests his preference in writing at least thirty (30) days prior to January 1st of the year in which the preference is effective; and also provided as follows:

1. Said employee meets all job requirements,
2. Has demonstrated to the Division Head the ability to perform all job duties on all shifts,
3. Provided the need exists for the requesting employee's job classification on the shift being requested, and
4. Does not displace another employee to a position or shift for which they are not determined qualified to perform.

d. Water Production employee job classification seniority shall be determined by the date of employment in the job classification. Seniority in previously held job classifications that have been eliminated shall be included, provided the employee has met the job requirements of the previous classification.

2. City-wide seniority shall be used in determining:

- a. An employee's priority with respect to layoff procedure, pursuant to Article 5, Section G;
- b. Employee's appropriate rate of vacation accrual as set forth in Article 9.

3. In any situation wherein, there is a tie in seniority (same employment date); then, in such event, tie will be broken by drawing lots.

Section B. Definition of Terms.

1. New Positions: A new position is a newly created classification that has been negotiated into the bargaining unit.
2. Additional Positions: Additional positions are those which are additions to the present workforce of existing bargaining unit classifications.
3. Vacancy: For the purposes of this Article, a vacancy is created when the Employer determines to increase the workforce, to fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit and the Employer determines to replace the previous incumbent: terminations, promotions, demotions or transfers.
4. Promotional Position: The advancement of an employee from one position to another.
5. Entry Level Positions: A position is entry level only in the event there are no qualified bargaining unit employees.
6. Breaks in Continuous Service: An employee's continuous service record shall be broken by voluntary resignation, discharge, or if he is permanently disabled and unable to return to work at his regular job. An Employee who is absent without notice for three (3) consecutive days shall be considered to have voluntarily resigned, unless compelling evidence of extenuating circumstances is provided.
7. Initial Probationary Period: Newly hired probationary employees shall accrue no seniority until after successful completion of the probationary period in which case seniority shall begin on the employee's date of hire. Newly hired probationary employees may not transfer or bid during their initial probationary period. An initial probationary period of up to six (6) months shall be served by an employee who enters City service for the first time or commences a new period of continuous service following a break in City employment. The initial probationary period for newly hired probationary employees may be extended, at the discretion of Employer, to reflect any period of time the employee been on any type of leave.

A probationary period of up to three (3) months shall be served by an employee from a non-bargaining position in the City who enters into a bargaining unit position.

8. Classification Sequences:

Within a Series

A

Laboratory Technician I
Laboratory Technician II

B

Maintenance Worker I

Maintenance Worker II
Maintenance Worker III

C

Equipment Service Worker
Equipment Technician

D

Water Production Worker I
Water Production Worker II

E

Plant Operator Trainee
Plant Operator I
Plant Operator II

F

Zookeeper I
Zookeeper II

G

(Parks and Recreation)
Maintenance Service Worker
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III

H

(Maintenance Services)
Maintenance Service Worker
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III

I

Parking Meter Repairer I
Parking Meter Repairer II

J

Horticulturist I
Horticulturist II

K

(Golf Course)

Maintenance Service Worker
Maintenance Worker I

Stand-Alone Titles
Customer Service Worker/Water Meter Reader
Utility Service Worker
Water Meter Repair
Maintenance Mechanic
Sanitation Service Worker
Sign Shop Worker
Maintenance Service Worker (Zoo)

When a job description is revised, the employee in the affected position shall be notified and given a copy of the new description.

Section C. Filling Positions within a Division. Whenever promotions, new positions, additions, or vacancies occur within a division, such jobs will be posted for bids for a period of five (5) working days, setting forth the required knowledge, skills, ability, pay grade and job description. Bids on all vacancies for such positions shall be made in writing or electronically with the Department of Human Resources. Bidding shall be limited to employees in the next lower progressional rank in the classification sequence in the division in which the opening occurs. Stand-alone titles shall first be posted and offered to qualified and eligible bidders within the division.

Posting of position vacancies allocated in the City budget shall be made within thirty (30) days from the time the requisition request for the position has been approved; and shall be filled within ninety (90) days from the date of such posting; provided that the filling of such vacancy shall be extended up to 120 days for extenuating circumstances and by mutual consent of both parties.

Plant Operator Trainee(s) shall advance to position of Plant Operator I after six (6) months and the employee has obtained a Class "C" P.W.S.O. certificate and has presented same to the Division Head. Water Production Worker I and II's and Lab Tech I's and II's will be eligible to bid on Plant Operator Trainee and Plant Operator I postings. Water Production Worker I's who meet the qualifications for the Lab Tech I position will be eligible to bid on the Lab Tech I position.

An employee who is the successful bidder for any of the above positions shall be given forty-five (45) working days to acquaint himself with the job and prove his ability to fill the same satisfactorily. Should an employee, at the end of such trial period, be unable, as determined by the Division Head, in conjunction with the Director of Human Resources to perform the job to which he was promoted or awarded, he shall return to his former job without any loss of seniority.

If a vacancy occurs and there are employees within the division on an existing eligibility list, the employer will not be required to post the job vacancy bid.

Section D. Filling Positions Interdivisionally Within the Bargaining Unit. The following procedures shall apply to promotions, new positions, additions or vacancies within the

classifications and divisions covered by this Agreement, if not filled within the specific division as offered under Section C above.

All new jobs and permanent vacancies in a position classification shall be posted for bid on the employee bulletin board in each division of this bargaining unit for a period of five (5) working days.

Any City employee in this bargaining unit will be eligible to bid thereon regardless of classification sequence and shall sign the bid form prior to the time the posting ends.

First consideration shall be given to employees who bid from the next lower classification within the position classification series who meet the requirements as defined in Section A, item 1(a) above.

The bid notice shall state the position classification, the shift, the work location, the rate of pay and job description. Bids shall be made in writing to the Department of Human Resources.

An employee will be returned to his former position classification any time during the first forty-five (45) working days after filling such position due to inability to perform the duties and responsibilities of the new position, as determined by the Division Head in conjunction with the Director of Human Resources. During this trial period, such employee shall have ten (10) working days from when first placed into the new position to voluntarily decide to return to his previous position. This request must be in writing to the employee's Division Head, the previous Division Head and the Director of Human Resources, with copies to the Union and Civil Service.

Section E. Transfers - Bids for Lateral Re-Assignment Within the Bargaining Unit. Should a position go unfilled after being offered under Sections C and D above, the following provisions shall apply:

An employee in the same classification or pay grade as the vacant position who works in another division may request, in writing, a lateral transfer to fill the bid position. The successful candidate to be transferred will be, by a letter of approval signed by the employee's Division Head, the position Division Head, the employee and the Director of Human Resources, with copies to the Union and Civil Service. Such transfer shall take effect no later than two (2) weeks after the transfer has been approved. In the event the transfer of more than one (1) employee into the same classification and the same Division occurs on the same day, City-wide seniority shall apply in determining shift assignments and other seniority-related benefits.

In the event the position goes unfilled under Sections C, D, and E, the Employer may fill the job vacancy from non-bidders or by hiring a new employee from the open competitive list.

A transferred employee will be returned to his former classification, without any loss of seniority, any time during the first forty-five (45) working days after such transfer due to inability to perform the duties and responsibilities of the new position, as determined by the Division Head in conjunction with the Director of Human Resources.

It is understood that an employee moving inter-divisionally within the same classification will have up to a forty-five (45) working day trial period.

Section F. Temporary Employees. The Employer has the right to fill a vacant position temporarily, not to exceed ninety (90) days as defined in Article 5, Section B3. The Employer shall notify the Union of the temporary employee's start date. The length of the temporary filling of the vacancy may be extended beyond ninety (90) days by mutual agreement. For the use of employees temporarily during leaves of absence, see Article 11, Section D.

Section G. Bidding Procedures. The Employer will generate lists for various classifications, which have been requested by the Division Head and approved. Employees who successfully tested for the position will have their names posted on an eligibility list. In addition, a promotional list shall be generated when screening procedures are complete. The eligibility and promotional lists shall be kept updated and shall be made available to the Union upon request. The filling of the position shall be in accordance with procedures outlined in the previous sections of this Article.

Applications of seniority, filling of positions, and bidding procedures as outlined in previous sections of this Article shall be subject to the grievance and arbitration procedure.

Section H. Layoff. Should it become necessary to layoff an employee in an affected division due to a reduction of forces, the Employer shall give such employee(s) affected, and the Union, three (3) weeks written notice in advance. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union and will negotiate over the impact of the layoff if alternatives are not accepted.

All temporary, seasonal, and part-time employees in the affected division will be laid off first. Once into the bargaining unit, all new probationary employees will be laid off first, according to length of service, no matter what their classification. This language shall apply to all Divisions covered by this Agreement.

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 two (2) years.
2. When laid-off employee fails to return to work within fourteen (14) calendar days after the mailing date of a re-employment notice as provided below.

In the event layoffs are necessary within the classifications and the divisions covered by this Agreement, employees will be laid-off from the affected classification in the inverse order of their seniority in City employment, provided they are able to perform the remaining work available within a three (3) month training period.

An employee who would be subject to layoff in such a division shall be permitted to displace a junior employee in an equal or lower ranked classification in his respective Layoff Category if he is able to perform the duties in said equal or lower classification and no further training is necessary. For purposes of this Article, the following shall constitute the Layoff Categories. An

employee laid off in one category may displace a junior employee in the lowest rank in another category, provided he/she meets the minimum requirements in the job description of the lower job classification and is able to perform the duties in said lower classification within a forty-five (45) day trial period. If said employee is unable to perform the duties of the lower job classification within the trial period, said employee will be laid off and the junior employee previously displaced will be rehired. The classifications within said categories shall be considered ranked in accordance with the pay grades assigned in Appendix A.

CATEGORY ONE

Maintenance Mechanic
Maintenance Worker III
Zookeeper I
Zookeeper II
Maintenance Worker II
Horticulturalist I and II
Utility Service Worker
Water Meter Repairer
Parking Meter Repairer II
Parking Meter Repairer I
Maintenance Worker I
Maintenance Service Worker
Sanitation Service Worker
Sign Shop Worker

CATEGORY TWO

Equipment Technician
Equipment Service Worker

CATEGORY THREE

Plant Operator II
Plant Operator I
Water Production Worker II
Plant Operator Trainee
Water Production Worker I
Customer Service Worker-Water Billing

CATEGORY FOUR

Laboratory Technician II
Laboratory Technician I

An employee affected by a layoff who seeks to displace a junior employee as provided herein must submit a written notice of such intent to the Employer within five (5) calendar days after notification of the layoff. Such displacement shall be considered a voluntary demotion on the part of the displacing employee and the wages and benefits attached to the lower classification shall take effect. Shall layoffs occur, the Employer shall provide a list of resources to assist such employees in seeking outplacement services such as job training, job counseling and job search sites.

Employees shall be allowed to cash out their accumulated sick leave and other benefit time when they are laid off or any time thereafter during the subsequent twelve (12) month period. Such payout will be calculated at the employees' rate of pay at the time of his/her layoff.

Section I. Re-employment. Persons who are laid off shall be placed on a re-employment list for a period of two (2) years. If there is a re-employment, persons who are still on the list shall be re-employed in the inverse order of their layoff within category at equal to or less than the previous classification he held, provided they are presently able and qualified to perform the work in the job classification in which they are re-employed within a three (3) month training period.

If there is re-employment, the Employer shall send a Re-employment Notice to persons eligible for re-employment, which notice shall be sent by registered or certified mail, return receipt requested, with a copy to the Union. The Employer shall be deemed to have fulfilled its notice obligation by such mailing to the last known address of such person, it being the obligation and responsibility of same to provide the Employer with his current mailing address. Persons so notified shall be allowed fourteen (14) calendar days after the mailing date in which to accept re-employment by providing the Employer with written notice of same. Employees who are on a leave of absence (as defined in Article 11) or who will be, or who have been laid off for a period of six (6) or more continuous calendar months shall be required to have a physical examination both prior to said leave or layoff and prior to reinstatement at the City's expense.

Section J. Rehires.

1. Former City employees who wish to be rehired to their former position may be given special preference if they:
 - a. Were a member of the bargaining unit when they resigned from their last position with the Employer on a voluntary basis and left the Employer in good standing; and
 - b. Make application for rehire for the position within one (1) year of the date of their resignation from the Employer.
 - c. There exists a current vacancy that cannot be filled from within this bargaining unit in accordance with Sections C, D, E and H above.
 - d. Are recommended by the Division Head and approved by the Director of Human Resources.
2. Such former employee may be rehired at the discretion and recommendation of the Division Head and approval of the Director of Human Resources, to the same position, pay grade and step as when he resigned his position.
 - a. Must submit to a complete pre-employment physical.
 - b. For purposes of seniority, probation, and benefits, all rehired employees shall be considered as newly hired employees.

Section K. Welfare to Work. No AFSCME Local 1514 represented position shall be eliminated, hours reduced, or otherwise reduced in pay, as a result of any federal or state sponsored welfare to

work initiatives. Welfare to work participants will not be utilized by the Employer in any manner that results in the erosion of the bargaining unit.

The Union will be notified reasonably in advance whenever the Employer intends to use welfare recipients or welfare to work participants.

Section L. Subcontracting. Prior to subcontracting, and after the City's posting of a bid notice to subcontract has been received, the City and the Union shall meet upon notice and confer to determine if proposed subcontracting work normally performed by bargaining unit employees can be done by bargaining unit employees. In situations where the City must implement emergency subcontracting due to unforeseen time constraints, the City shall notify the Union president and staff representative in writing. If a subsequent meeting is requested, the Union and City shall meet to discuss the nature and reasons for the emergency subcontracting. In no case shall bargaining unit employees suffer a layoff or loss of regular work hours due to subcontracting.

ARTICLE 65

Regular Hours of Work

Section A. Application. This Article is intended to define the regular hours of work per day and per week so as to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of hours of work per day or per week or as a guarantee of days of work per week.

Section B. Workday. The regular workday for full-time employees covered by this Agreement shall be as follows:

1. **Plant Operators, Water Production Workers.**

a. Twelve (12) hour workday schedule shall be as follows:

Twelve (12) consecutive hours of work within a twenty-four (24) hour period. Because of the system's continuous operation, such an employee who is not relieved at his scheduled quitting time shall notify his immediate supervisor or Division Head and remain at his duty station until relieved. While observing and maintaining the system's continuous operations, employees shall take their rest periods and a thirty (30) minute meal period at their respective workstations.

- b. Twelve (12) hour workday schedule shall be manned by at least one Plant Operator II. Plant Operator I and Water Production Worker I employees shall be placed on a twelve (12) hour workday schedule, based on needs and availability, as determined by qualifications and divisional seniority in classification as stated in Article 5, Section A (c & d). Plant Operator I employees who possess a Class A Certification, who replace a Plant Operator II on a 12-hour shift and who work the entire 12 hours shall be paid at the Plant Operator II rate for the 12-hour period. A Plant Operator I who replaces a

Plant Operator II for less than a twelve (12) hour shift shall be paid in accordance with Article 13, Section C.

- c. Plant Operator I's and Water Production Workers, I and II's not assigned to a twelve (12) hour workday shall be placed on an eight (8) hour workday as defined in Article 6, Section B (2).
 - d. Plant Operators and Water Production Workers assigned to an eight (8) hour workday may be placed on a twelve (12) hour workday schedule with a seven (7) day notice. Plant Operators and Water Production Workers may be placed on an eight (8) hour schedule for training or special projects and will be returned to their twelve (12) hour workday schedule after completion of the training and/or project.
2. All Other Employees. Eight (8) consecutive hours of work, excluding an unpaid meal period of thirty (30) minutes, within a twenty-four (24) hour period.

Section C. Work Week

1. Plant Operators, Water Production Workers. A twelve (12) hour workday or forty-two (42) hours when averaged over a two (2) week period work week shall be as follows:

Two (2) days on-duty	Two (2) days off-duty
Three (3) days on-duty	Two (2) days off-duty
Two (2) days on-duty	Three (3) days off-duty

2. Maintenance Service Workers/Downtown Services. From ~~June~~ ~~September~~ through ~~October~~ ~~May~~ the regular workweek for Maintenance Workers/Maintenance Service Workers in Downtown Services shall be Monday through Friday, ~~7~~4:00 a.m. until ~~3~~4:30 p.m. and ~~Tuesday through Saturday 11~~7:30 a.m. until ~~3~~8:00 p.m. (2nd shift). Shifts will be picked on the basis of seniority.

From ~~December~~ ~~June~~ through ~~September (when Downtown Alive ends)~~, the regular workweek for Maintenance Workers/Maintenance Service Workers in Downtown Services shall be Monday through Friday ~~wherein the hours Monday through Thursday regular workweek shall be~~ ~~4~~7:00 a.m. until ~~3~~4:30 p.m. and ~~11~~7:30 a.m. until ~~3~~8:00 p.m. Shifts will be picked on the basis of seniority. ~~Fridays shall be worked as a split shift from 7:00 a.m. until 3:30 p.m. and 3:00 p.m. until 11:30 p.m. (2nd shift). The Friday shift assignment shall be rotated on the basis of seniority.~~

Maintenance Service Workers/Parks Operation and Maintenance- The regular work week shifts shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours of work, Monday through Friday, Tuesday through Saturday and Sunday through Thursday from April 1st to October 31st. Work hours for employees on modified shifts (those which include week-end days) shall be 7:00 a.m. to 3:30 p.m.

From November 1st to March 31st, the regular work week shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours of work, Monday through Friday.

Shifts will be picked on the basis of seniority.

Maintenance Service Workers may not be upgraded to do work in higher classifications while working week-end hours during the above shifts and time period except in instances of operational necessity i.e. no higher classification employee is available to do the work.

No more than fifty percent (50%) of MSW's in Parks Operation and Maintenance may be assigned the above referenced shifts (which include week-end days).

Zookeeper I & Zookeeper II The regular work week shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours of work. Zookeeper I's and II's will be assigned to a set of days off (Sat./Sun., Mon./Tues., Tues./Wed, Thurs./Fri.). The shift will be offered based on seniority within the division.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift 1	OFF						OFF
Shift 2					OFF	OFF	
Shift 3		OFF	OFF				
Shift 4			OFF	OFF			
# Working	3	3	2	3	3	3	3

3. All Other Employees. The regular work week shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours of work, Monday through Friday inclusive.

Section D. Work Schedules. Work schedules showing hours and days to which employees are assigned shall be posted on the respective Division bulletin boards. It is understood that a work shift shall have a regular starting and quitting time. Employees reporting late to work may be docked to the nearest tenth (10th) of an hour, i.e., 1 through 6 minutes (1/10th of an hour), 7 through 12 minutes (2/10ths of an hour). Changes in the current regular starting and quitting time shall be posted one week in advance so employees concerned are properly notified.

Section E. Rest Periods and Clean-Up Time. During all employee work shifts, a rest period up to fifteen (15) minutes may be taken during each four (4) hour period. Whenever it is possible, the rest period should be scheduled approximately in the middle of each four (4) hour period. It is the employee's responsibility to limit himself to the rest period. Employees may be docked to the nearest tenth (10th) of an hour by the supervisor or Division Head for extending a rest or lunch period.

Employees who are scheduled to work overtime shall be granted a rest period by the Division Head or supervisor depending upon the length of overtime worked.

A sufficient amount of time for cleanup purposes will be designated by the Division Head.

ARTICLE 76

Overtime

Section A. Overtime Rates.

1. Eight (8) Hour Per Day Employees.

Employees on an eight-hour regular 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) hours in any scheduled work day or forty (40) hours in any scheduled work week. Provided, however, the overtime rate shall be double such employee's regular straight-time rate for authorized overtime hours of work on a Sunday, a day designated and observed as a holiday by resolution of the City Council in accordance with Article 8, Section A (1), or those hours of work performed in excess of sixteen (16) hours in any twenty-four (24) hour period. Overtime pay for work performed on such a designated holiday shall be in addition to regular holiday pay.

2. Plant Operators, Water Production Workers.

Employees on a twelve-hour regular workday 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 Twelve (12) hours in any scheduled workday or forty (40) hours in any scheduled work week. Provided, however, said employees shall be paid double their regular straight time hourly rate of pay for all authorized overtime hours of work performed on days designated and observed as holidays by resolution of the City Council as provided in Article 8, Section A (1) or those hours of work performed in excess of sixteen (16) hours in any twenty-four (24) hour period. It will be understood that twelve (12) hour per day employees who are working on a Sunday other than their regularly scheduled hours and other than their regularly assigned duties will be paid twice their hourly rate.

An employee required to stay over for a mandatory training shall be paid in accordance with the above paragraph, from the time of an employee's normal quitting time, up through the end of the training event, provided this clause will not apply if the employee has been off at least eight (8) hours since his previous shift.

Plant Operators and Water Production Workers assigned to a regular eight (8) hour workday, forty (40) hour work week schedule will follow Article 7, Section A (1).

3. Zookeeper I & Zookeeper II

The regular work week shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours of work. The employee's 1st day off replaces Saturday and overtime worked

is at one and a half (1 ½) times their regular rate, 2nd day off replaces Sunday and overtime worked shall be double such employees regular straight time rate.

4. Excused absence due to illness shall be counted as a day worked for the purpose of overtime, provided the employee notifies the Employer prior to his scheduled starting time on the day of his absence, and if the employee, upon request by the Employer according to Article 10, authenticates his absence with a doctor's certificate of incapacity to work.

5. All Other Employees

The regular work week shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours of work, Monday through Friday.

Section B. Overtime Distribution. Opportunities to work overtime shall be distributed as equally as practical among those employees within the same division and within the same job classification who are qualified to perform the specified overtime work required.

During a new employee's probationary period, an employee shall be eligible for overtime work after sixty (60) days upon approval of the Division Head. After an employee's training, trial or probationary period, the employee is eligible for overtime work. All above employees shall be eligible for overtime work if an emergency is declared by the Division Head.

An employee who is working beyond his scheduled quitting time shall be paid to the nearest one-tenth (1-10th) of an hour at the appropriate overtime rate provided such work is approved by the Division Head or his designee.

The opportunity to work overtime shall first be offered to the qualified, eligible employee within the division and within the job classification who has the least number of overtime hours to his credit at the time. Unless required by a Division Head because of an emergency, an otherwise qualified employee shall be ineligible to accept overtime work, which arises:

1. While said employee is on restricted or light duty status, sick leave, or unexcused absence. Such periods of ineligibility shall run from the employee's last hour worked before such restriction or absence until the employee's first unrestricted, regular hour worked thereafter.
2. Following a regular workday during which said employee has failed, for whatever reason, to actually work all the regular hours. Such period of ineligibility shall run from the employee's last regular hour worked that day until his first regular hour worked thereafter.

If an employee has prescheduled vacation, compensatory time off, or a floating holiday, he/she shall be eligible for overtime. An employee who declines a request to work overtime or does not respond to such call shall not have their record adversely affected in any way.

If the employee with the least number of credited overtime hours is unqualified or ineligible as set forth above, declines an offer or is otherwise unavailable or unable to perform the overtime work, said employee will have the overtime hours credited against him on the roster and the qualified and eligible employee with the next fewest credited overtime hours shall be offered the overtime work. This procedure shall be followed until the required employee or employees have been selected for the overtime work.

If as a result of an error by a member of the bargaining unit, a qualified and eligible employee is not offered overtime work in accordance with this procedure; then, in such event, the overtime work shall not be credited against him. If, however, said employee was not offered the overtime work because of an error on the part of a person who is not a member of the bargaining unit; then, in such event, said employee shall be paid for the hours he should have worked at the proper overtime rate if the error is not corrected within thirty (30) days after the oversight has been brought to the Employer's attention.

A record of credited overtime hours shall be maintained by the supervisor or Division Head. Any new employee shall be credited at the time of appointment with an equal number of overtime hours as the employee in his division and job classification having the highest number of overtime hours to his credit.

Standby duty and overtime duty shall be voluntary and employees who decline said time shall not be discriminated against. Provided, however, in cases of emergency or if the required number of employees have not been selected by the voluntary procedure set forth above, then such time shall be mandatory, and employees may be required to report at the direction of the Division Head.

Water Production Employees will not be charged for overtime credit if unavailable for work due to approved classes taken in pursuit of obtaining a P.W.S.O. Certificate, or any other classes approved by the Division Head to improve an employee's job skills.

Water Production Employees who are on a twelve (12) hour shift schedule will not be charged overtime credit for the two (2) hours per week worked during a forty-two (42) hour per week schedule. All other overtime will be distributed as equally as practical among those employees within the same job classification who are qualified to perform the specified overtime work required.

Water Production Workers shall be on a separate overtime distribution list than Plant Operators.

Section C. Customer Service Worker Overtime. Customer Service Workers are permitted the opportunity to turn on customer's water services after normal working hours. The time required for this work shall be paid at time and one-half (1-1/2), and the minimum time for such call shall be one (1) hour. The call-in time provisions of this Article are not applicable to these cases.

Late work-day turn-ons which continue beyond working hours shall be at time and one-half (1-1/2) for amount of time worked.

While this policy shall be followed, it is not required that there will, in fact, be any such opportunities; provided, however, if there is an after-hour turn-on, the opportunity shall be given first to a Customer Service Worker.

Section D. Compensatory Time-Off. In lieu of pay for overtime, employees shall have the option to accumulate compensatory time-off. Although compensatory time-off has to be approved by the Division/Department Head, there will be no limit established for the amount of compensatory time that can be used as time-off within a calendar year if all earned vacation has been scheduled and/or used for that year. 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 Division Head, 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 Division Head, which approval shall be at his sole discretion.

Employees may request compensatory time-off on a call-in basis. Compensatory time-off will not be granted when it will interfere with the proper operation of the division's work or cause personnel shortages. Compensatory time-off may be granted with a minimum of four (4) hour increments used.

The method of record-keeping for accumulation and use of compensatory time shall be determined by the Employer.

Compensatory time accumulations shall be taken in the year accrued provided, however, that unused compensation time, not exceeding twenty-four (24) hours, may be carried over until February 28th and must be used by February 28th (or such time will be paid out) 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 that date, the compensatory time shall be paid at the wage rate in effect when taken.

Section E. Completion of Work-In-Progress. Employees assigned to a job during regular hours, who believe the job will extend into overtime by more than three (3) hours, shall notify the division management of such belief at least one (1) hour before their regular quitting time.

Management shall then determine the amount of overtime necessary to complete the work in progress. If it is reasonably expected that the job will require more than three (3) overtime hours to complete, then the overtime distribution procedure shall be used to assign the overtime work. Otherwise, the employees assigned to the work-in-progress may continue beyond their regular quitting time.

Section F. Standby Duty. An employee assigned to standby duty shall receive one (1) hour of pay for each eight (8) hour increment or fraction thereof, of standby duty performed. Compensation shall be at the applicable rate as set forth in Section A hereof.

An employee assigned to standby duty who is called to work before his regularly scheduled starting time shall be compensated for a minimum of two (2) hours for each call-out at the applicable rate as set forth in Section A hereof.

Section G. Call-Time for Emergencies. An employee not assigned to standby duty who is called to work before his regularly scheduled starting time shall be compensated for a minimum of three (3) hours at the applicable rate as set forth in Section A hereof.

In the event that an employee is asked to return to work for the purpose of scheduled overtime and accepts, the employee will be paid for those hours worked at the applicable rate as set forth in Section A. For scheduled overtime, the Employer will give eight (8) hour employees a minimum of forty-eight (48) continuous hours advance notice and give (12) twelve-hour employees a minimum of seventy-two (72) continuous hours' notice. It will be the responsibility of the employee to make himself available to return to work at the prearranged time. If the Employer chooses not to require the employee's presence, the Employer must notify the employee at least one hour prior to the agreed time. If such notice is given, then the employee will be paid for Standby Time as set forth in Section F.

ARTICLE ~~87~~

Holidays

Section A. Eight (8) Hour Per Day Employees.

1. Employees on an eight-hour regular workday shall be entitled to designated holidays and floating holidays according to the following schedule:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Memorial Day	Christmas Eve (4 hours)
Juneteenth Day	Christmas Day
Independence Day	New Year's Eve (4 hours)
Labor Day	Six and one half (6.5) Floating Holidays
Veteran's Day	

Designated holidays shall be recognized and observed on the dates established annually by resolution by the City Council. Floating holiday time shall accrue at the rate of 2.00 hours per pay period. 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 11, Section B (1).

2. Each such floating holiday may be taken at any time during the calendar year. All properly requested floating holidays shall be approved by the Division Head. Floating holidays may be taken in minimum four (4) hour increments at the discretion of the Division Head; provided however, a minimum of three (3) days of floating holiday time taken in four (4) hour increments or smaller increments at the discretion of the Division Head shall be allowed each year. Request will not be unreasonably denied. If any 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 not be carried over after December 31 of any year.
3. Employees shall request floating holidays in writing at least two (2) business days in advance of scheduled shift. Written notice must be submitted by 10:00am on the first business day. Requests made prior to February 28th for floating holidays to be scheduled after February 28th will not be responded to until after all vacation requests have been made pursuant to Article 9 Vacations and responded to accordingly. Requests made prior to February 28th for floating holidays to be scheduled prior to February 28th and requests made after February 28th will be responded to as follows: If the Division Head approves, he/she shall provide the employee with written approval within twenty-four (24) hours of such request, when possible. Failure to so provide written approval shall be considered an approval. 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. An employee may call in to request a floating holiday at least twenty (20) minutes prior to the starting time of his normal shift. Such request shall be granted at the approval of his supervisor, taking into consideration the legitimate operational needs of the Employer.
4. 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 workday, up to a maximum of eight (8) hours. In order to be eligible for holiday pay, employees must work their last regularly scheduled workday immediately preceding and their first regularly scheduled workday immediately following the holiday, unless they are excused in writing by the Division 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 Division Head may require a physician's statement or other documentation to substantiate the paid leave.
5. To be eligible for holiday pay, an employee must have been employed more than fourteen (14) days.

Section B. Plant Operators, Water Production Workers. In lieu of observing the above holiday provisions, employees shall be entitled to holiday benefits according to the following schedule:

On or before January 15 of each year, one hundred and twenty-four (140) hours of holiday time will be electronically credited to the employee paid time off bank. Holiday time may be taken in four (4) hour increments.

Such holiday time may be redeemed at any time during the year; however, must be redeemed by the end of the calendar year, either as compensatory time-off, designated holiday time-off or as additional pay at the rate in effect when the time is requested. Compensatory time off may be taken on a first come, first-served basis, subject to prior approval at the sole discretion of the division head.

Twelve (12) hour shift employees will have first option to work holidays, which occur on their regular workday. Should the twelve (12) hour employee decline the opportunity to work the holiday, he may be replaced as set forth in Article 7, Section B.

Employees who redeem holiday time understand and agree that should they request, and be approved for same, may take time off without pay during the year, provided overtime is not created. It is also understood that requested approved time off without pay could result in benefit accrual deduction.

Section C. General Provisions.

1. If the City Council should observe by Ordinance or Resolution additional time off, employees shall either have time off or, if directed to work by the division head, shall be compensated at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate in lieu of time off.
2. Employees who are either scheduled to work or agree to work on one of the days recognized and observed as a holiday by City Council resolution and who fail to work same without valid reason shall not receive holiday pay.

ARTICLE 98

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:

Eight (8) Hour Employees

Vacation Period Earned

Completed Years of Service

(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 11 years	128 hours per year (3 weeks plus 1 day)
Beginning 12 years	136 hours per year (3 weeks plus 2 days)
Beginning 13 years	144 hours per year (3 weeks plus 3 days)
Beginning 14 years	152 hours per year (3 weeks plus 4 days)
Beginning 15 years through 17 years	168 hours per year (4 weeks plus 1 day)
Beginning 18 years through 20 years	184 hours per year (4 weeks plus 3 days)
Beginning 21 years	200 hours per year (5 weeks)

Twelve (12) Hour Employees

Vacation Period Earned

Completed Years of Service

(Straight Time Hours)

1 year through 5 years	84 hours per year (2 weeks)
Beginning 6 years through 10 years	126 hours per year (3 weeks)
Beginning 11 years	138 hours per year (3 weeks plus 1 day)
Beginning 12 years	150 hours per year (3 weeks plus 2 days)
Beginning 13 years	162 hours per year (3 weeks plus 3 days)
Beginning 14 years	174 hours per year (3 weeks plus 4 days)
Beginning 15 years through 17 years	180 hours per year (4 weeks plus 1 day)
Beginning 18 years through 20 years	204 hours per year (4 weeks plus 3 days)
Beginning 21 years	210 hours per year (5 weeks)

All vacation time-off for Water Treatment Plant employees shall be at rate of permanent assignment as elected at the beginning of each year (eight (8) v. twelve (12) hour shift).

An employee shall be allowed to take forty (40) or forty-two (42) hours respectively 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) or eighty-four (84) hours of vacation respectively during the calendar year in which he completed his first (1st) year of employment.

Following is the schedule for the remainder of the above eligibility periods:

<u>Vacation Period</u>	<u>Calendar Year Eligible</u>
80 hours / 84 hours	1st anniversary
120 hours / 126 hours	5th anniversary
168 hours / 178 hours	15th anniversary
200 hours / 210 hours	20th anniversary

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 division seniority if request for vacation has been made in writing by February 28 of the calendar year. However, employees must indicate, no later than September 30th of each year, their final vacation preferences. This does not preclude employees from changing their vacation request after September 30th, operations permitting. Once the vacation

request has been submitted, the Division head or his/her designee will respond within fifteen (15) days of the request.

Employees with less than six (6) years of service who are on an eight-hour regular work day are required to take vacations in forty (40) hour (5 day) increments, except that an employee may take up to five (5) days of earned vacation broken into eight (8) hour increments. Employees with six (6) or more years of service may request, with five (5) days advance notice to their division head or his/her designee, an additional five (5) days of earned vacation broken into eight (8) hour increments, as scheduling permits.

Employees on a twelve-hour regular workday are required to take vacation as scheduling permits subject to the approval of the Division Head.

Vacation periods shall be taken in the calendar year accrued provided, however, that unused vacation time, not exceeding forty (40) hours, may be carried over until February 28th and must be used by February 28th (or such time will be paid out) of the immediately succeeding year.. All unused vacation time will be paid out.

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 workday. However, at the discretion of the Division 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 his holiday. If written approval for vacation time is withdrawn by Management, for any reason, 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 be allowed to reschedule vacation, depending upon availability, with no loss of hours.

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.

Eligible twelve (12) hour employees may be paid for vacation hours in lieu of time off in accordance with the above schedule (increments of forty-two (42) hours per week).

ARTICLE 109

Sick Leave

Section A. Sick Leave Credit Accumulation Rate. Employees shall accumulate sick leave credit at the rate of 3.70 hours per pay period.

Employees shall not accrue sick leave for any pay period during which they have not worked 70% of the available working hours of that period. For purposes of this Article, the "available working hours" shall be the regularly scheduled hours less any hours taken as vacation, holiday, compensatory time-off, or family sickness and death leave under Article 11, Section B (1).

Section B. Maximum Accumulation of Sick Leave Credit. Employees 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 15 of the New Year.

Section C. Sick Leave Pay and Eligibility. 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.

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 use accumulated paid sick leave.
2. **Family Illness or Disability.** Employees shall be eligible to use 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 who is requesting paid sick leave, in accordance with Section C above, to notify or cause notification to be made to 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. Where someone other than the employee is or has been requested 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 the Division Head.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Division Head.

Section E. Sick Leave Certification and Approval. If the Division Head 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 Division Head shall have the right at his discretion to verify the report of an attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the Employer's expense, by a physician selected by the Employer to determine the nature and extent of the illness or disability.

As a result of such physician's statements and examinations, the Employer 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 Employer's discretion to secure and submit a physician's release certifying that he is fit to return to work. This release must be submitted to the Division Head before the employee will be permitted to return to work. The Division Head 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.

1. Upon permanent separation from the Employer 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 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 up to 768 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. 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.

2. An employee who resigns without providing said two (2) week advance written notice, shall be compensated for all accumulated sick leave hours at fifty percent (50%) of his regular straight-time hourly rate of pay in effect at the time of separation.
3. An employee who resigns in lieu of being discharged, or who is discharged, shall receive no paid compensation for accumulated sick leave hours. Any exception will be at the discretion of the Director of Human Resources.

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. He shall not be eligible for, nor be charged with paid sick leave during any period of disability or incapacity in which he is also eligible to receive statutory Workers' Compensation benefits. His paycheck shall be deemed to include and shall constitute full satisfaction of any amount due said employee for weekly temporary disability compensation under the Illinois Workers' Compensation Act.

An 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 offices 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 Division Head 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 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. An employee injured in the course of work for an employer other than the Employer shall not be covered by the Employer's Workers' Compensation Policy of self-insured coverage.
4. When applicable, the employee must sign and turn his Workers' Compensation payment over to the Employer in order to get full pay.
5. 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 1~~0~~

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 Division Head. The request shall state the reason for the leave and the approximate length of time off requested. If approved, the Division Head 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 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.

1. **Death in Family.** In the event of death 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), the employee shall be granted three (3) work days leave of absence with full pay. An additional day may be granted in case of death depending upon travel distance from the City of Aurora to be approved by the Director of Human Resources. An employee shall be granted four (4) hours off with pay to serve as a pallbearer for a deceased employee who was an employee covered under this Agreement.
2. **Serious Illness or Surgery.** In the event of serious illness or surgery in the immediately family of the employee (as described above), the employee will be granted up to three (3) workdays 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.

3. 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 submit to the Finance Department the amount of jury service fees received. Employees who work second (2nd) shift shall not be required to work on the day(s) they have active jury duty or jury service. Employees who work third (3rd) or twelve (12) hour shift shall not be required to work a shift as determined by the Division Head in conjunction with the Director of Human Resources.
4. 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 a leave of absence 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, the extent to which leave is paid shall be governed by such laws.

5. 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.
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.
7. Paternity Leave. The employee will be granted six (6) workdays of paid paternity leave. Such leave shall be taken immediately upon either initiation of labor or birth of child. For purpose of this subsection, such leave may be also taken immediately upon the adoption of a child.

Section C. Unpaid Leaves of Absence.

1. Reasonable Purpose.
 - a. Leaves of absence for a limited period not to exceed six (6) months may be granted upon application. 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 Employer.
 - b. The Federal Family and Medical Leave Act of 1993 sets forth additional guidelines for leaves of absence including twelve (12) weeks of leave for certain precipitating events. Employees shall have the option and be encouraged to use accumulated benefit time

prior to going on unpaid leave. It is understood that the Employee may save one (1) week of vacation and one (1) week sick time.

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.

Section D. Use of Employees Temporarily During Leaves of Absence

1. The employer may utilize employees temporarily when a bargaining unit employee is on any approved or unpaid leave of absence (e.g. FMLA, sick leave, vacation, workers compensation, military leave, etc.) for the length of the approved paid or unpaid leave of absence or light duty.
2. The City will first consider using an existing bargaining unit employee to fill the temporary vacancy above should it decide to fill the position. The City may assign a bargaining unit employee in an equal or higher classification to fill the position temporarily. If the City chooses not to fill the vacancy in that manner, should there be a bargaining unit employee(s) in the next lower classification within the position classification sequence for that temporarily vacant position on the same shift who are available to work and whom the City reasonably determines is qualified, the City will assign per Article 13, Section C, one of those employees to fill the temporary vacancy. The City may choose a bargaining unit employee in the next lower classification within the position classification sequence from a different shift whom the City reasonably determines is qualified per Article 13, Section C. If no such bargaining unit employee is available, the City may fill the position with a temporary employee.
3. For any temporary vacancy created by the City assigning a bargaining unit employee chosen in accordance with D(2) above, the City may fill that subsequent temporary vacancy with an existing bargaining unit employee in accordance with D(2) or with a temporary employee.
4. Any temporarily assigned bargaining unit employees chosen shall be returned to their classification without any loss of seniority, pay or benefits in that classification upon the conclusion of their temporary assignment.
5. The Employer shall no longer utilize the temporarily assigned employee (s) or temporary employee(s) when the bargaining unit employee on leave returns to work or full duty. The employer shall notify the Union in writing of temporary employee's beginning and termination dates.

ARTICLE 12~~1~~

Tuition Reimbursement

Section A. General Requirements. Employees may request tuition reimbursement of expenses as herein provided by submitting a written proposal to their Division Head at least four (4) weeks prior to enrollment. The proposal shall indicate the name of the school, the description of the course(s), the relation of the course(s) to the employee's duties, the amount of tuition and required fees.

Approval of such proposal must be expressed in writing by the Division Head, Department Director, and the Director of Human Resources prior to enrollment. 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 directly related to improving the employee's current job skills or to acquire a G.E.D. and would enhance the employee's level of performance.
3. That the employee attends a local school, such as Waubensee Community College or College of DuPage Junior College.
4. That reimbursement would not include books.
5. That the employee has performed satisfactorily in the division at least twelve (12) continuous months prior to making the request.
6. That the employee has successfully completed and passed the approved course with a grade of C or better (or Pass if pass/fail is the only grading option).
7. Plant Operators, Water Production Workers and Operator Trainees shall be reimbursed the fee of an I.E.P.A., P.W.S.O. examination, provided the employee successfully passes the examination. Such reimbursement shall apply only to the initial examination, not re-examination.
8. That classes be taken on non-working hours.

Section B. Environmental Protection Agency: Training for Water Production Employees. Pursuant to Illinois state statute, Water Production employees who hold a Class A or Class B Water Supply Operators certificate are required to take thirty (30) hours of continuing education training over a three (3) year interval. Employees holding a Class C or Class D Water Supply Operator certificate are required to take fifteen (15) hours of such training over a three (3) year period.

To enable the employees to meet this state requirement, the City will afford them the opportunity for such training either by: 1) offering in-house training sessions (i.e. SCBA, chemical safety training, CPR, etc.) and/or by: 2) supporting operator attendance at conferences and seminars and granting them conference time off with pay to attend, payment of registration fees, and reimbursement of reasonable and appropriate travel, meal and lodging expenses per City policy.

If the state requirement changes, the City agrees to make the appropriate changes as necessary to meet any new training requirements.

Section C. ASE/EVT Training Certification

1. In order for an individual to qualify for the position of Equipment Technician, the individual must have obtained six (6) ASE certifications and have served for two (2) years in the position of Equipment Service Worker
2. Once an employee satisfies the requirements of “1” above and has had no suspensions of five (5) days or more; and/or violations of the drug and alcohol policy in the past twenty-four (24) months, the employee will be automatically promoted to the position of Equipment Technician.
3. Employees in the position of Equipment Technician prior to March 14th, 2000 shall be grandfathered at the current qualifications (no ASE certifications required)
4. Employees in the position of Equipment Technician prior to January 1, 2003, shall not be required to maintain ASE and/or EVT recertification in order to remain in the position of Equipment Technician.
5. The following requirements shall apply to Equipment Technicians who have six (6) ASE or EVT certifications and who were promoted after January 1, 2003:

If the number of current ASE or EVT certification of an Equipment Technician falls below six (6), the employee will be given two test cycles to either re-certify in the areas that had expired or obtain a different certification approved by the City, before s/he is downgraded to the position of Equipment Service Worker. Upon successful re-certification the employee will be restored to the position of Equipment Technician.

- a. Employees will be allowed to test on work time.
- b. The City will pay for testing before the test date up to a maximum of three tests in May and three in September.
- c. There will be a limit of two failures total for the City to prepay for tests in a contract cycle.
- d. Additional tests taken if different classifications will be reimbursed if passed.
- e. An employee who has received reimbursement or prepayment of test fees shall be required to work for
the City at least six (6) months following the issuance of the re-certification. In the event an employee separates from service with the City, whether voluntary or by discharge, prior to completion of said six (6) month period, the employee shall

be required to pay back to the City the amount of the reimbursement or prepayment received, except under extenuating circumstances such as, but not limited to, permanent disability or relocation out of state.

f. On an annual basis, the City shall provide up to twenty (20) hours of quality, up-to-date training on paid time designed to aid the employees in passing the certifications. Such training shall be offered on a regular basis and shall be made equally available to all Equipment Technicians hired after January 1, 2003.

g. The City shall make multiple copies of up-to-date ASE study materials available at the worksite.

h. Equipment Technicians shall be paid a stipend as follows:

Master Certification: \$750 per year paid as a lump sum at the end of the calendar year.

Six (6) or more Certifications: \$500 per year paid as a lump sum at the end of the calendar year.

ARTICLE 132

Classification and Wages

Section A. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this agreement and marked Appendix A. For payroll purposes, employees hired on or before January 27, 2015 shall be considered Tier 1 employees and employees hired after shall be considered Tier 2 employees. The wage schedule will designate the hourly rates for the following classifications:

Customer Service Worker	Plant Operator I, II
Equipment Technician	Plant Operator Trainee
Equipment Service Worker	Utility Service Worker
Laboratory Technician I, II	Water Meter Reader
Maintenance Service Worker	Water Meter Repairer
Maintenance Mechanic	Water Production Worker I, II
Maintenance Worker I, II, III	Horticulturalist I, II
Parking Meter Repairer I, II	Zookeeper I, II
Sanitation Service Worker	
<u>Sign Shop Worker</u>	

If the inclusion of a new position is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification.

Section B. Shift Differential (Including Continuous Operations). Employees assigned to work a regular second shift or a regular third shift will receive shift differential, as per Appendix A, which is added to their hourly rate.

Section C. Temporary Assignment to a Higher Classification. 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 that classification however, employees assigned to work in a classification more than three (3) salary grades higher shall be paid \$3.00 per hour. Such additional pay shall be included in overtime calculations, pursuant to Article 7.

Section D. Merit Increase. On September 26, 1972, the Employer adopted a certain position classification and pay ordinance which is on file with the Aurora City Clerk. This ordinance contains a salary schedule which, subject to certain modifications agreed upon by the Union and the Employer as the result of collective bargaining, has been incorporated into the schedule attached to this Agreement as Appendix A. The parties mutually agree that, notwithstanding the schedule attached hereto, the Employer shall have the privilege of raising the salary of any employee one (1) pay step within the same grade indicated by his present classification, or of retaining any employee in his existing pay step past the date when the next step would otherwise become effective, in accordance with a merit evaluation system formulated by the Department of Human Resources.

A retention in pay step past the anniversary date shall not last longer than ninety (90) days and shall not be unreasonably declared. The retention shall be reported to the Union in advance, and if the Union disagrees, it may make its objection through the grievance procedure.

Section E. Pay Period. The wages of employees shall be paid every two weeks. In the event this day is a holiday, the preceding day shall be the pay day.

Section F. Longevity. Effective the first full payroll period commencing on or after January 1, 2003, employees will be eligible for the following longevity added to their gross wages payable per pay period:

	<u>Base</u>	<u>Added</u>	<u>Total</u>
10 completed years	1.00%		1.00%
15 completed years	1.00%	(+.5%)	1.50%
20 completed years	1.50%	(+.5%)	2.00%
25 completed years	2.00%	(+.5%)	2.50%

Section G. Interpreter's Bonus. Within divisions where the Employer has determined a need for specific bilingual skills, the Employer will provide employees qualified as specified herein, with a \$60.00 per pay period stipend (not used in computing overtime benefits or health insurance costs), for needed bilingual skills 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 skill exam will be given by an independent third party and will include

oral interpretation skills as opposed to formal written skills. Such test will be given to new interpreters after the effective date of this contract.

ARTICLE 1~~4~~3

Discipline and Discharge

The Employer shall not discharge or discipline any employee without just cause. If, in any case, the Employer feel there is just cause for discharge, the employee involved will be suspended. The employee and the Union will be notified with a written copy of the formal charges that the employee has been suspended and is subject to discharge. The Union may request a meeting with the Division Head to discuss a discharge prior to the institution of formal charges.

Unauthorized absence shall be defined as an absence without notification to the Division Head or designee through any approved method and shall be cause for disciplinary action unless compelling evidence of extenuating circumstances is provided.

Disciplinary action shall be imposed for just cause and as soon as possible. The Employer agrees with the tenets of progressive and corrective discipline. Employees and the Union shall be given the reasons for the discipline in writing, other than for oral reprimand. An employee shall be entitled to the presence of a Union representative at an investigating interview if he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him.

If the Employer has reason to discipline an employee, where possible it shall be done in a manner that will not embarrass the employee before other employees or the public.

Prior to the imposition of suspension or discharge, the Division Head/Designee shall convene a pre-disciplinary meeting. The Division Head/Designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline and will afford the employee a reasonable opportunity to rebut any charges currently against him.

Upon written request of the employee, oral and written reprimands will be removed from an employee's personnel file, after two (2) years, if there has been no further discipline in the interim. Such disciplines shall not apply to future progressive disciplinary measures. Upon request, an employee may examine his/her personnel file, per Article 17, Section E.

Time off due to suspension shall be specified in hours for twelve (12) hour employees or days for eight (8) hour employees.

Any employee found to be unjustly suspended and/or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. The parties by agreement or arbitrator may exercise discretion as to full, partial, or no back pay. Provided, however, that in no case shall the discharge of a new probationary employee be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 1~~5~~4

Grievance and Arbitration

It is understood that matters exclusively subject to Civil Service are not subject to this grievance procedure.

It is further understood as follows:

1. Oral and written reprimands may be pursued through the grievance procedure but are not arbitrable.
2. Suspensions and discharge shall be subject to both grievance and arbitration.

Provided, however, that the preceding provisions of this Article shall not apply or be available to new probationary employees.

Section A. Grievance Procedure. A grievance is defined as any difference of opinion, complaint or dispute between the Employer and the Union or any employee with respect to the application, meaning or interpretation of the terms and provisions of this Agreement.

Grievances may be processed by an employee or by the Union on behalf of an employee. The employee is entitled to representation by a member of the grievance committee or union steward at each step of the grievance procedure. A Union staff representative may be present at any meeting related to a grievance.

A grievance or dispute which may arise between the parties shall be settled in the following manner:

It is mutually agreed that problems should be resolved at the lowest possible level, therefore, the employee shall present his complaint to the employee's supervisor in order that the supervisor may have an opportunity to respond or adjust the complaint.

A grievance may be withdrawn at any Step in the Grievance procedure. If a grievance is not appealed to the next Step of the grievance procedure within the specified time limit or such other additional period of time as mutually agreed to by the parties, then it shall constitute a decision without precedent, in favor of the City. A failure by the City to respond to a grievance within the time limits set forth herein, or within any mutually agreed upon extension, shall constitute a decision without precedent in favor of the grievant.

STEP ONE:

The grievant, with or without his union steward, shall orally raise the grievance with the employee's immediate supervisor within five (5) business days of its occurrence, and both shall make an earnest and honest effort to resolve the grievance in the most expeditious, harmonious and cooperative manner possible. The supervisor shall give his oral answer to the grievance within five (5) business days thereafter.

If the answer is not acceptable, the grievance shall be reduced to writing, filed by the employee on a Grievance Form supplied by the Union, and submitted to the Division Head within five (5) business days from the date of the supervisor's verbal answer.

The written grievance shall contain a statement of the grievant's complaint, the sections of the agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant.

The Division Head shall review the written grievance and file a written response within five (5) business days after receipt of the grievance.

STEP TWO:

If the grievance has not been settled, it shall be presented in writing by the union steward to the Department Director within five (5) business days after the Division Head's response is due. The Department Director shall respond to the union steward in writing within five (5) business days after receipt of the grievance.

STEP THREE:

If the grievance has not been settled, it shall be submitted in writing by the Union Grievance Committee to the Director of Human Resources within seven (7) business days after the response of the Department Director is due.

Within ten (10) business days after the grievance has been so submitted, or as otherwise agreed to between the parties, a meeting shall be held between the Employer's Grievance Adjustment Panel and no more than two (2) elected representatives of the Union and the union staff representative or his/her designee. The grieving employee may attend at the request of either the Employer's Panel or the Union representatives. The Employer's Grievance Adjustment Panel shall consist of the Director of Human Resources and/or his designee, the Department Director and/or his designee and may include a designee of the Mayor, who may be an elected Alderman. The Employer's Panel shall respond in writing to the Union representatives within ten (10) business days after said meeting.

Section B. Arbitration. The provisions of this Section shall only apply to a grievance which involves the application or interpretation of this Agreement. If such a grievance remains unsettled, the Union may, within fifteen (15) business days after receipt of the response at Step Three, request arbitration by providing written notice of same to the Employer.

The parties shall attempt to agree upon an arbitrator within five (5) business days after such notice. If the parties do not agree upon an arbitrator within said five (5) day period, the referring party shall, within twenty (20) business days thereafter, submit a written request with a copy to the other party for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Both the Employer and Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike

one (1) name. The process will be repeated, and the remaining person shall be the arbitrator. If none of the names submitted satisfy either party, each party may reject the panel and request a new one, no more than once per arbitration.

Upon request of either party, the parties shall meet prior to the scheduled arbitration hearing for the purpose of conducting a pre-arbitration conference, to attempt to resolve the grievance prior to arbitration. A meeting shall be held between the City Director of Human Resources, department director, steward or local President, grievant and union representative. If the grievance is resolved at this pre-arbitration conference, then the parties will equally split any fees assessed by the arbitrator.

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any City ordinance. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this agreement to the Facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding; further, the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made at its expense, and the parties shall bear equally the cost of the copy to be furnished to the arbitrator. The time limit for the Grievance and Arbitration procedures may be extended by mutual written agreement of the Department and the Union representatives involved in each step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive, and excludes Saturdays, Sundays and holidays on which City Hall is closed.

Section C. Grievance Committees. Employees selected by the Union to act as Union representative shall be known as "stewards". Each division represented by the Union may have only one steward. The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local Union, and the individuals so certified shall constitute the Union Grievance Committee.

All grievance committee meetings shall be held during working hours on the Employer's premises in accordance with Article 20 (Union Business - on Employer's Time).

The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the department head other issues which would improve the relationship between the parties.

Section D. Procedure in Disciplinary Action. In the event it becomes necessary to discipline an employee by disciplinary layoff, the supervisor will make an effort to notify the departmental steward before such action is taken. It shall be put in writing prior to discipline with a copy to the employee and Union. If it is not possible to contact the departmental steward, the employee will be placed on suspension and a meeting will be held the next working day. Any employee found to be disciplined without just cause shall be compensated in full; provided, however, that the parties by agreement or arbitrator may exercise discretion as to full, partial, or no back pay.

Section E. Expedited Grievances. Grievances may be filed at Step 2 of the grievance procedure if the event giving rise to the grievance was precipitated by a management representative higher than the immediate supervisor. The Union shall be required to carbon copy the grievance to the employee's immediate supervisor and the Director of Human Resources. In the event of a discharge, a grievance may be filed at the third step of the grievance procedure and the Union will be required to carbon copy the employee's Department Head.

ARTICLE 165

Health and Safety

The Employer and the Union desire to maintain safe and efficient working conditions. The Employer further agrees that employees may make suggestions to their appropriate supervisors and/or Department Head in regard to safety.

The Employer and the Union agree that protecting the safety and health of employees in their work environment requires the concern of both the Employer and Union.

In order to promote this concern among all employees, an overall Joint Safety Committee shall be established. The Human Resources Director or his designee shall act as Coordinator. In addition, such committee shall consist of three (3) members each from Union and Management.

To ensure maximum and active participation, each division as outlined in Article 1 shall consist of a sub-committee of one (1) union member and one (1) management representative who shall be responsible for the safety of their respective division as well as to provide input to the joint Safety Committee.

The Joint Safety Committee shall:

1. Meet at least once every other month on established dates, without loss of pay.
2. Make periodic inspections, no less than bi-annually, of protective equipment, facilities, and to review safe work methods and conditions.
3. Shall receive input from sub-committees for their consideration.
4. Make written recommendations on possible hazards which come to their attention. All recommendations shall be forwarded to the area Division Head in which the problem exists

and the Director of Human Resources. Such recommendation shall include a target date for abatement, taking into consideration budgetary constraints.

5. Upon mutual agreement, additional individuals may be called into the Safety Committee meeting.
6. Committee will establish guidelines for procedures and programs as outlined above; provided, however, such procedures and programs shall not be limited to the above.

The Employer agrees that all employer owned vehicles shall be maintained so as to meet all applicable safety codes. It shall be the responsibility of the employee assigned to such vehicle to notify the supervisor of any safety violations. If the mechanic fails or is unable to make the necessary repairs to the vehicle so as to render the driver liable for conviction of a moving traffic violation, the employee shall not be required to operate said vehicle. Any dispute as to whether a safety code violation exists shall be resolved by the Division Head.

ARTICLE 176

Equal Opportunity/Affirmative Action

Section A. 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 race, color, religion, sex, national origin, ancestry, political affiliation, age, marital status, sexual orientation, military status, disability or any other legally protected status under 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, restrain, coerce, deter, or discourage employees from becoming or remaining members of the Union or not becoming members of the Union, or authorizing representation by a labor organization, or authorizing dues or fee deductions to a labor organization. There shall also 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 protected concerted activity .

Section B. Affirmative Action Plan/Policy of 1992.

Purpose of Policy. The purpose of this Policy is to reaffirm the City of Aurora's policy of non-discrimination and to assign responsibilities for its execution and continuous review.

The Employer agrees to provide the Union with a copy of its current Affirmative Action Policy and Plan, as amended from time to time.

Statement of Policy. The policy of the City of Aurora is to adhere to equal employment opportunity in the hiring and promotion of employees. The employment practice is to select the best qualified persons available without regard to race, sex, marital status, military status, sexual orientation, age, color, religion, disability, national origin or ancestry, or any other legally protected status under federal and state law.

To the extent that the City of Aurora's government serves and represents all citizens of Aurora, so shall its employment practice. Although the City can take pride in being an equal opportunity employer, it must continue to strive to maintain and succeed in its goals.

Equal employment opportunity is a productive effort to achieve employment equality. The Civil Rights Act of 1964 under Title VII has mandated compliance to equal employment practice. Therefore, the City of Aurora as an employer cannot condone employment practices which are discriminatory in practice.

The Affirmative Action Plan for the City of Aurora shall be a comprehensive effort of the Employer. The Plan will be monitored and periodically evaluated to ascertain the effectiveness of its goals and policies. This evaluation will result in updating and modifying the Plan to meet changing needs.

Section C. Anti-Harassment Policy. The Employer has in place an Anti-Harassment Policy. The Employer agrees to provide the Union and each bargaining unit member with a copy of its current Anti-Harassment Policy, as amended from time to time.

ARTICLE 187

General Provisions

Section A. Bulletin Boards. The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

1. Notices of Union Meetings.
2. Notices of Union elections and the result where they pertain to the Employer's employees.
3. Notices of Union recreational and social events.
4. Other notices concerning Union affairs, which are not political or controversial in nature.

It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.

It is further agreed that all notices including those posted by the Union as provided herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action. Union materials will be removed from the bulletin boards only by Union officials.

The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the Employer, of the Employer's officers, agents, supervisors, employees, departments or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

There shall be no other general distribution or posting by employees or the Union, of pamphlets, advertising or political matters, notices, or any kind of literature upon the Employer's premises other than as herein provided.

Section B. Work Rules. When existing rules are changed or new rules established, they shall be posted prominently on Union bulletin boards and shall be sent electronically to the AFSCME Local 1514 President and Vice President.

The Employer further agrees to furnish each employee with a copy of all existing work rules within thirty (30) days after they become effective. The employer further agrees to meet with employees at least once a year to review the changes, revisions, and additions to the work rules. New employees shall be provided with a copy of the rules at the time of hire.

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

Employees covered under this Agreement will not be requested to assist in pulling wells. Employees will not be requested to pick up residential garbage.

Water service lines of private owners will not be required to be repaired by City employees except where damage was caused by City work; if damaged by a City contractor, contractor will be required to repair or cause to be repaired.

Section C. Evaluations. The Union and the Employer encourage periodic evaluation conferences between the employee and his/her supervisor to discuss work performance, job satisfaction, work-related problems, and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem.

Employees shall be evaluated in writing midway and at the end of their original probationary period and yearly thereafter. The evaluation shall be discussed with the employee and the employee shall be given a copy immediately after completion.

ARTICLE 198

Clothing, Tool, and Commercial Driver's License (CDL), Health and Fitness

Section A. Clothing Allowance.

1. Division Heads shall determine whether and what employees shall be required to obtain and wear uniforms. For those employees required, the Employer agrees to supply uniforms in the manner described below. Provided, however, the cost of such shall not exceed that of five (5) shirts and five (5) pairs of pants per employee in any one (1) year. Substitution of insulated coveralls or T-shirts may be made in the above, up to the allotted amount. The cost of uniform maintenance shall be borne by the employee.

A dollar amount for the cost of the above shall be determined by the Employer. To the extent possible in an effort to obtain uniforms in a timely manner, alternative uniform sources will be explored, communicated, and implemented as necessary by the Employer.

Employees shall be notified no later than February 15 of each calendar year that they may order uniforms and shall receive written authorization to obtain the above items. New employees will be issued authorization upon employment. All uniform items must be obtained within sixty (60) days from issuance of authorization, if possible and subject to availability.

All employees who are provided with uniforms are required to wear and use such uniforms in accordance with departmental and Employer rules, regulations, and policies. These employees are required to report for work with their uniforms clean and neat in appearance. Unless authorized by the Employer, these employees shall only be authorized to wear their uniforms while they are on duty (including during meal periods), and while they are in transit to and from work.

It is the responsibility of employees to maintain a uniform and favorable impression in their appearance. To that end, it is the responsibility of supervisors and Division/Department Heads to ensure same.

2. Foul weather gear (hooded raincoat, rubberized pants, boots) shall be provided to the employees whose work requires them in the divisions listed in Article 1.
3. The Employer agrees to furnish non-insulated coveralls to mechanics, Water Production Workers I and II and those employees within the bargaining unit who are regularly required to grease and oil their trucks or heavy equipment. It is understood that such coveralls are furnished every two (2) years, or if irreparably damaged during working hours may be replaced upon submission to the Division Head.
4. The Employer agrees to furnish gloves in a reasonable number to employees and to replace all eyeglasses broken on the job provided that the employee wears straps securing eyeglasses to the head.
5. It is the employee's responsibility to pay for all lost articles of apparel (hooded raincoat, rubberized pants, boots, and rental items). At the time of termination, it is the employee's responsibility to return those articles that the Employer directs to be returned before receiving his final paycheck.

6. The Employer agrees to reimburse employees up to \$175.00 annually for work boots purchased for the employee's job. The employee must provide a receipt to the Department or Division Head in order to get reimbursed. The Employer further agrees to replace, at the full replacement value, work boots that are damaged in the course of work. The term damaged will mean that the boots are unusable.
7. The Employer agrees to reimburse the employees up to \$200.00 per contract for either one Carhartt insulated coverall or one or more of the following: bib overalls and/or winter coat and/or hooded sweat jacket; however, the Employer will only be responsible up to the cost of \$200.00. The City will pay to have the City logo embroidered on the jacket by a vendor that is approved by the City. The employee must provide a receipt to the Human Resources Department in order to get reimbursement. The Employer further agrees to replace, at the full replacement value, jackets that are damaged in the course of work upon submission of the proper form to their division head. The term damaged will mean that the jacket is unusable.

Section B. Tool Allowance.

Technicians, Equipment Service Workers, and Maintenance Mechanics shall be granted tool allowance as follows:

\$1,000.00 annually

Water Production Worker II shall be granted annual tool allowances as follows:

\$400.00 annually

The above is for the purpose of replacing tools needed in the performance of their jobs for the Employer, or of purchasing tools newly required due to changes in technology or equipment. An inventory of the technician and service worker 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. Payment of the allowance or any portion thereof shall be made only 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 technician's tools are all, or substantially, destroyed or stolen through fire or burglary on 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.

Section C. Commercial Driver's License (CDL). The City agrees to pay the cost of the Commercial Driver's License on a one-time basis. The City will pay the differential between the current rate for renewal CDL licenses and the current rate for a regular driver's license. The City also agrees to make training materials available regarding the

Commercial Driver's License.

Section D Health and Fitness. The City shall pay up to a maximum of \$200.00 per calendar year toward a membership in a health/exercise club. The City shall make payment to the employee upon presentation of a receipt payment to the Human Resources Department. The Human Resources Department shall administer this program.

ARTICLE ~~2019~~

Union Business - On Employer's Time

Section A. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives so designated in writing by the Union to the Employer shall be allowed to:

1. Attend negotiating meetings with the Employer.
2. Transmit communications authorized by the local union and/or its officers to the Employer or its representatives.
3. Consult with the Employer or his representative or other Union Officers concerning the enforcement of any provisions of this Agreement.
4. Grievant(s), and/or union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances; the above parties to notify their appropriate supervisors prior to processing a grievance.
5. The Employer agrees that accredited representatives of the Union who are not employees of the City shall be granted permission to talk to Union officers and their representatives during working hours. However, the visitor or visitors must inform the supervisor and/or Director of the division that he wishes to talk with Union employees. This is not to be construed to apply to meetings of more than fifteen (15) minutes in duration.
6. Meet with newly hired bargaining unit employees, within the employee's first two (2) weeks of employment, at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be no more than one (1) hour and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

The City and Union agree the intent of Section A is that employees must notify and receive permission of their supervisor prior to discussing union business on city time, excepting rest periods and lunch. Such permission shall not be unreasonably denied. Meetings will be conducted in a manner as not to impede normal operations. Employees will be directed by the Union to adjust problems through the designated union stewards and representatives. It is further agreed that the

Union will advise Human Resources in writing which union representatives are designated to use paid time, as well as unpaid union time, per Section B below.

Section B.

1. Three (3) representatives of the Union may be granted time off with pay at the written request of the Union to attend Union activities. The request for time off shall be given to the Department Director two (2) weeks in advance.
2. The number of representatives selected to attend such Union activities shall not exceed one (1) employee from any single job classification unless otherwise agreed to by the Director of the department.
3. The total number of working days allowed for such Union activities shall not exceed fifteen (15) per year for these representatives taken cumulatively. Three (3) Union representatives shall be allowed to attend union activities up to a five (5) day maximum, unpaid. In the year of the international convention, the total number of working days allowed for such union activities shall not exceed eighteen (18) per year for these representatives.
4. Union Executive Board Members on the second shift shall be permitted up to six (6) hours per month paid time off to attend Executive Board meetings and/or General Membership meetings. Any time beyond six (6) hours in a month must be approved by the Director of Human Resources.

ARTICLE 2~~10~~

Group Insurance

Section A. Employees. The Employer presently has in force a complete group life and hospitalization insurance program including City comprehensive Medical Plan and an HMO covering all AFSCME Local 1514 employees and their dependents, which coverage provides benefits that are effective the first day of the month following the commencement of full-time or permanent part-time employment. With respect thereto, the Employer agrees to pay premiums thereon, except as provided below. Effective January 1, 2015 bargaining unit employees shall no longer be eligible to participate in the City's "Plan B" but instead shall be eligible to participate in the City's 2015 "Plan C" or HMO complete Group Hospitalization Program 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.), ("Modifications") as it deems appropriate, ("Discretionary Authority") so long as the Modifications are equally applicable to regular, non-exempt and exempt full-time unrepresented City employees. The City shall not increase deductibles, co-payment levels, out of pocket maximums, prescription and office visit co-pays,

physician services co-pays, and/or facility co-pays by more than fifty (50%) percent of the levels in place as of the date of implementation of Plan C under this Agreement.

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

Nothing in the Agreement shall prevent the Employer from offering employees an optional 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, 2015, full time employees (employees scheduled to work at least 35 hours) and permanent part time employees (employees scheduled to work at least 20 hours, but less than 35 hours) shall pay, toward the premium for City/HMO health insurance coverage in accordance with their chosen tier of coverage which rate and percentage may be adjusted from time to time. Such premium amounts will be payable each pay period.

(HMO)

(Full & part time employees)

Employee	2.5% of gross pay
Employee + Child	2.75% of gross pay
Employee + Spouse	3.0% of gross pay
Employee + Family	3.25% of gross pay

(PPO)

(Full & part time employees)

Employee	3.0% of gross pay
Employee + Child	3.25% of gross pay
Employee + Spouse	3.5% of gross pay
Employee + Family	3.75% of gross pay

Effective ~~July~~January 1, 2024, eligible employees shall pay the following, prorated by payroll period, toward the premium for City/HMO health insurance coverage in accordance with their chosen tier of coverage, which rate and percentage may be adjusted from time to time. Such premium amounts will be payable each pay period.

HMO, PPO, HDHP or Indemnity

Employee	2018.5 % of Prevailing Premium
Employee + Child	2018.5 % of Prevailing Premium
Employee + Spouse	2018.5 % of Prevailing Premium
Employee + Family	2018.5 % of Prevailing Premium

~~PPO, EPO, POS, HDHP or Indemnity~~
~~Employee ————— 18.5% of Prevailing Premium~~
~~Employee + Child — 18.5% of Prevailing Premium~~
~~Employee + Spouse — 18.5% of Prevailing Premium~~
~~Employee + Family — 18.5% of Prevailing Premium~~

~~Effective July 1, 2024 insurance premiums will increase by 1.5% (from 18.5% to 20%).~~

One Time Payment for Switching from PPO to HMO

1. Upon ratification of this agreement, the City will provide bargaining unit members currently enrolled in the PPO Plan a one-time incentive payment for switching to the City's HMO Plan.
2. The opportunity will remain open for a period of 60 days from ratification.
3. Any employees who switches from PPO to HMO during this 60-day period shall be paid \$1000.00 by the City, subject to withholding.
4. In the event the employee switches back from HMO to PPO at either the fall, 2015 open enrollment, or the fall, 2016 open enrollment, the employee will re-pay the \$1000.00 to the City.

Section B. Opt Out. The City will permit any or all employees to opt out, during open enrollment or as a result of a life change, of the City PPO or HMO insurance plan, provided such employee provides proof of other health insurance at the time of opt out. During each full calendar month an employee is not covered by a City/HMO insurance plan, the City will pay such an employee the amount of \$250 per month. Any employee who opts out may apply to re-enroll at the next annual open enrollment period or as a result of a life change, pursuant to the City health insurance plan.

Section C. Section 125 Flex Plan. In consideration for the contributions made by employees toward health insurance premiums, the Employer shall establish and maintain in effect a plan to exclude such payments for health benefits from their gross income pursuant to Title 26 USC 125. Such plan shall be effective January 1, 1994.

Section D. Disabled Employee Continued Health Coverage. Effective January 1, 2000, the group insurance coverage provided above shall be made available at the current retiree rate, adjusted from time to time, to any disabled employee who is granted statutory disability pension. Every six (6) months, eligible disabled employees shall be requested to sign an affidavit stating that they have not been eligible for medical benefits as a result of any new employment during the preceding six (6) months.

Section E. Group Life Insurance. The Employer presently has in force a group life insurance program covering all AFSCME 1514 employees scheduled to work at least 20 hours per week. The Employer also provides supplemental life insurance, which the employee may purchase for themselves and their dependents. The full cost of supplemental life insurance shall be paid by the employee.

Section F. 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 G. Compliance with Health Care Legislation

1. Nothing herein shall limit the right of the City to make any and all changes it deems necessary to insure the insurance it provides pursuant to this Agreement complies with the Affordable Care Act (ACA) or any other state or federal insurance and/or health care reform.
2. The parties recognize that if the ACA's "Cadillac Tax" (the excise tax on high cost employer sponsored coverage) is implemented, such tax will likely have a very high cost impact on the City. Accordingly:
 - a). the parties agree to meet and discuss at the City's request for purposes of reviewing the potential impact of the Cadillac Tax as more information becomes available; and
 - b). the parties further agree that the Cadillac Tax impact will be a priority consideration at the next round of bargaining.

Section H. Insurance Cost Containment Committee. Upon ratification of this Agreement, the City and Union will establish an Insurance Cost Containment Committee, comprised of 3 representatives from the Union, and 3 representatives of the City. In the event the City establishes such a committee including a number of its bargaining units, the Union will be given equal representation with the other included bargaining units. The purpose of the committee will be to review health insurance coverage options such as cost saving revisions to existing coverages, the provision of new coverage options, wellness and the like.

Section I. Notice of Changes Pursuant to Subsection A or G; Meet and Confer. In the event the City determines to institute changes in accordance with subsections A or G above, the City shall provide the Union Board with at least forty-five (45) days written advance notice of the changes. At the Union Board's request, the City and Union will meet and confer during the next fifteen (15) days to discuss the reason for the City's proposed action. If the City determines to proceed with the change, it will provide employees at least (30) days prior written notice of the change and if the change is not in conjunction with the annual open enrollment period, the City will provide for a special open enrollment period. In the event the Union determines to grieve the City's determination, the time for filing a grievance will be measured from the effective date of such a change.

Section J. Retired Employees Eligibility for Health Insurance. Any employee retiring from the Employer shall be eligible for health insurance under the Employer's group health insurance program. For purposes of this Section "Retiring" shall mean that time in which the employee ceases employment with the City of Aurora by giving timely written notice of his/her chosen date of retirement and the employee is eligible to draw retirement/pension benefits from the Illinois

Municipal Retirement Fund. The retiring employee will be allowed to elect, at the time of retirement and on a one-time basis only, single and/or dependent coverage.

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.

Retiree Rates for Retirees Hired Prior To January 1, 2010:

The group insurance coverage shall be made available at twenty-three percent (23%) for retiree; thirty-one percent (31%) for retiree + 1; and thirty-two percent (32%) for retiree + family of the prevailing premium, as adjusted from time to time.

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 as their primary insurance and the City of Aurora's insurance as secondary and supplemental only.

Supplemental insurance coverage for covered retirees and spouses reaching age sixty-five (65) shall be as provided for in City of Aurora Health Insurance Plan Document. The group insurance coverage shall be made available at twenty-three percent (23%) for retiree; thirty-one percent (31%) for retiree + 1; and thirty-two percent (32%) for retiree + family of the prevailing premium, as adjusted from time to time.

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

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

Once a retiree opts out or is cancelled for non-payment of the Employer'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.

Section K. Dental Insurance. The Employer 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 2~~2~~1

Physical Examination

Once during the term of this Agreement, each employee shall undergo a general physical examination with the employee's personal physician. All costs for said examination shall be borne by the Employer.

The results of the physical examination shall remain confidential and shall be considered privileged information between the employee and his/her physician. The Employer shall not be entitled to see, nor have access to, the results or obtain copies thereof. Upon completion of the physical examination, the employee will deliver to the City Human Resources Department a simple written statement from his/her physician that he/she has been examined.

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

If appointments are scheduled during the employee's regular work hours, the employee shall receive his regular compensation.

ARTICLE 2~~3~~2

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 State Statutes which govern Employer's form of government, Civil Service and City Ordinances, such term or provision shall continue in effect only to the extent permitted by such law, provided that such articles or parts of articles cannot be amended to be applied and valid under federal and/or state laws. If, at any time thereafter, such term or provision is no longer in conflict with any federal or state law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 2~~4~~3

No Strike - No Lockout

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 Employer. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 2~~5~~4

Effect of Agreement

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Accordingly, the Employer and Union hereby understand and agree that:

1. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
2. This Agreement may not be supplemented or amended during its term except by the written mutual agreement of the Employer and the Union.
3. The Union agrees that the Employer shall not be obligated to bargain collectively with the Union during the term of this Agreement with respect to any matter pertaining to or having an impact on wages, hours and terms and conditions of employment. Any bonafide past practice shall not be unilaterally changed. When past practices conflict with the express terms of the contract, the contract shall prevail.
4. The terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representatives, or agreements, either verbal or written, between the parties hereto.
5. Whenever the male pronoun or adjective is used in this Agreement, it shall be construed to include the female unless otherwise specified.
6. Should there exist a conflict between Civil Service rules and regulations and this collective bargaining agreement, this collective bargaining agreement shall prevail.

ARTICLE 2~~6~~5

Equal Responsibility

The parties acknowledge that the terms contained in this Agreement are the result of full, frank and arms-length negotiations between the parties. Accordingly, the parties assume equal responsibility for the inclusion of each and every provision in this Agreement.

ARTICLE 2~~7~~6

Seniority Lists/Personnel Transactions

The City and the Union agree to comply with the Illinois Public Labor Relations Act as amended by Public Act 101-0620. The City and the Union further agree that any alleged violation of Public Act 101-0620 will be resolved in accordance with Article 15, Grievance and Arbitration.

ARTICLE 2~~8~~7

Inspection of Personnel Files

Upon written request by an employee, the Employer shall permit an employee to inspect his personnel file pursuant to the Personnel Records Review Act (ILCS 1994 Chapter 820 Act 40). The personnel file will be available within five working days after the request is presented to the Human Resources Department. The employee may authorize that a Union Representative have access to his file and may accompany him in reviewing his file.

ARTICLE 2~~9~~8

Labor Management Meetings

A joint Labor Management Committee shall be established, such Committee to be composed of a maximum of three (3) 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 for the purpose of discussing and attempting to resolve any problems of common interest to the parties; thereby building a climate of mutual understanding and respect. Whenever the Union or the Employer desires such a meeting, it shall submit a written request for a meeting to the other party, along with an agenda setting forth the proposed subject matters to be discussed.

Union Committee members shall be granted time off with pay to attend the labor-management meetings.

ARTICLE 30~~2~~9

Term of Agreement

This Agreement shall be effective as of the 1st day of January 2021 and shall remain in full force and effect until the 31st day of December 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. Negotiations shall be considered to continue during any period while the parties have agreed to submit disputes or new agreements to mediation by such State or Federal Mediation Agency as may be agreed upon.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

The Employer will be represented by no more than five (5) individuals and the Union will be represented by no more than five (5) individuals in negotiations.

FOR LOCAL 1514, COUNCIL 31,

FOR THE CITY OF AURORA:

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES AFL/CIO:

Mayor

City Clerk

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES AFL/CIO:

Staff Representative

Date Executed

**PROMOTION/DEMOTION
LABOR SUPERVISOR/AFSCME LOCAL 1514**

It is understood and agreed to by and between the City of Aurora, the Aurora Supervisor's Association and AFSCME Council 31 for and on behalf of Local Union 1514 as follows:

1. Whenever any future openings occur for the position of Labor Supervisor, such jobs will be posted for bids, provided the opening has not been filled from within the Aurora Supervisor's Association. Such bid will be posted on the employee bulletin board in each department for a period of five (5) working days, setting forth the required knowledge, skills, ability, pay grade and job description. Bids for such positions shall be made in writing with the Department of Human Resources. Bids will be taken from all qualified AFSCME Local 1514 bargaining unit members. First consideration shall be given to qualified bidders from within the Division where the opening occurs. An employee will be returned to his/her former position any time during the first three (3) months after filling such position due to inability to perform the duties and responsibilities of the new position.
2. At the time of promotion, the successful candidate's seniority shall be frozen in his/her respective classification, upon reentry into the bargaining unit an employee's seniority shall include the time frozen in his/her previous AFSCME bargaining unit classification but exclude time served as a Labor Supervisor.
3. Should there be a valid, necessary reason for the Employer to return a Labor Supervisor to the AFSCME bargaining unit, be it budgetary, disciplinary or other, Labor Supervisors shall have the right to return to their former position in the bargaining unit, should an opening be available. AFSCME Local 1514 and the Aurora Supervisor's Association shall be given ten (10) working day's prior notification of Labor Supervisors who will be returned to the AFSCME bargaining unit. No vacancy shall be filled in this manner if there are employees on layoff or subject to layoff who have contractual rights to such position, nor shall a bargaining unit employee be laid off or displaced as a result of the above.

Ruben Delgado, President
AFSCME L.U. No. 1514

Date

Alisia Lewis, Chief Human Resources Officer

Date

Chris Linville
Aurora Supervisor's Association

Date

Staff Representative

Date

APPENDIX A

LABOR AGREEMENT WAGE SCHEDULE- TIER 1 EMPLOYEES (hired on or before (*ratification date*))

CITY OF AURORA - LOCAL #1514/COUNCIL 31 A.F.S.C.M.E./AFL/CIO

CITY COUNCIL RESOLUTION NO. ____ DATED ____

- I. A. The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 1, 202~~5~~⁴ which represents an approximate ~~42.5~~% increase over the previous labor agreement.

Job Code	Position Title	Salary Grade	1	2	3	4	5	6	7
700	MAINTENANCE SERVICE WORKER	713	26.92 23.33	28.03 24.31	29.18 25.30	30.33 26.30	31.49 27.31	32.66 28.32	33.90 29.40
701	SANITATION SERVICE WORKER	713	26.92 23.33	28.03 24.31	29.18 25.30	30.33 26.30	31.49 27.31	32.66 28.32	33.90 29.40
705	WATER METER READER	716	30.33 26.30	31.49 27.31	32.66 28.32	33.90 29.40	35.29 30.60	36.66 31.80	38.08 33.02
725	UTILITY SERVICE WORKER	716	30.33 26.30	31.49 27.31	32.66 28.32	33.90 29.40	35.29 30.60	36.66 31.80	38.08 33.02
738	HORTICULTURALIST I	716	30.33 26.30	31.49 27.31	32.66 28.32	33.90 29.40	35.29 30.60	36.66 31.80	38.08 33.02
739	ZOOKEEPER I	716	30.33 26.30	31.49 27.31	32.66 28.32	33.90 29.40	35.29 30.60	36.66 31.80	38.08 33.02
710	MAINTENANCE WORKER I	717	31.49 27.31	32.66 28.32	33.90 29.40	35.29 30.60	36.66 31.80	38.08 33.02	39.66 34.39
707	LAB TECHNICIAN I	718	32.66 28.32	33.90 29.40	35.29 30.60	36.66 31.80	38.08 33.02	39.66 34.39	41.25 35.77
735	PARKING METER REPAIRER I	718	32.66 28.32	33.90 29.40	35.29 30.60	36.66 31.80	38.08 33.02	39.66 34.39	41.25 35.77
736	HORTICULTURIST II	718	32.66 28.32	33.90 29.40	35.29 30.60	36.66 31.80	38.08 33.02	39.66 34.39	41.25 35.77

737	WATER PRODUCTION WORKER I	718	<u>32.66</u> 28.32	<u>33.90</u> 29.40	<u>35.29</u> 30.60	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77
743	EQUIPMENT SERVICE WORKER	718	<u>32.66</u> 28.32	<u>33.90</u> 29.40	<u>35.29</u> 30.60	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77
730	CUSTOMER SERVICE WORKER	719	<u>33.90</u> 29.40	<u>35.29</u> 30.60	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23
740	MAINTENANCE WORKER II	719	<u>33.90</u> 29.40	<u>35.29</u> 30.60	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23
744	PLANT OPERATOR TRAINEE	719	<u>33.90</u> 29.40	<u>35.29</u> 30.60	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23
746	ZOOKEEPER II	719	<u>33.90</u> 29.40	<u>35.29</u> 30.60	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23
734	LAB TECHNICIAN II	720	<u>35.29</u> 30.60	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23	<u>44.70</u> 38.77
750	WATER METER REPAIRER	720	<u>35.29</u> 30.60	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23	<u>44.70</u> 38.77
755	PARKING METER REPAIRER II	720	<u>35.29</u> 30.60	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23	<u>44.70</u> 38.77
745	PLANT OPERATOR I	721	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23	<u>44.70</u> 38.77	<u>46.52</u> 40.35
758	WATER PRODUCTION WORKER II	721	<u>36.66</u> 31.80	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23	<u>44.70</u> 38.77	<u>46.52</u> 40.35
760	MAINTENANCE WORKER III	722	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23	<u>44.70</u> 38.77	<u>46.52</u> 40.35	<u>48.53</u> 42.09
780	EQUIPMENT TECHNICIAN	722	<u>38.08</u> 33.02	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23	<u>44.70</u> 38.77	<u>46.52</u> 40.35	<u>48.53</u> 42.09
765	PLANT OPERATOR II	723	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23	<u>44.70</u> 38.77	<u>46.52</u> 40.35	<u>48.53</u> 42.09	<u>50.33</u> 43.64
770	MAINTENANCE MECHANIC	723	<u>39.66</u> 34.39	<u>41.25</u> 35.77	<u>42.93</u> 37.23	<u>44.70</u> 38.77	<u>46.52</u> 40.35	<u>48.53</u> 42.09	<u>50.33</u> 43.64

- B. A shift differential, as provided for in Article 13, Section B, is available to the above listed employees. Employees who work a regular second shift will receive an additional one dollar (\$1.00) per hour in addition to the above rates and employees assigned to work a regular third shift will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to the above rates.

APPENDIX A

LABOR AGREEMENT WAGE SCHEDULE TIER 1 EMPLOYEES (hired on or before (*ratification date*))

CITY OF AURORA - LOCAL #1514/COUNCIL 31 A.F.S.C.M.E./AFL/CIO

CITY COUNCIL RESOLUTION NO. __ DATED __

- I. A. The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 1, 202~~6~~², which represents an approximate ~~43.5~~% increase over the previous year's wage agreement.

Job Code	Position Title	Salary Grade	1	2	3	4	5	6	7
700	MAINTENANCE SERVICE WORKER	713	28.00 24.15	29.15 25.16	30.35 26.19	31.54 27.22	32.75 28.27	33.97 29.31	35.26 30.43
701	SANITATION SERVICE WORKER	713	28.00 24.15	29.15 25.16	30.35 26.19	31.54 27.22	32.75 28.27	33.97 29.31	35.26 30.43
705	WATER METER READER	716	31.54 27.22	32.75 28.27	33.97 29.31	35.26 30.43	36.70 31.67	38.13 32.91	39.60 34.18
725	UTILITY SERVICE WORKER	716	31.54 27.22	32.75 28.27	33.97 29.31	35.26 30.43	36.70 31.67	38.13 32.91	39.60 34.18
738	HORTICULTURALIST I	716	31.54 27.22	32.75 28.27	33.97 29.31	35.26 30.43	36.70 31.67	38.13 32.91	39.60 34.18
739	ZOOKEEPER I	716	31.54 27.22	32.75 28.27	33.97 29.31	35.26 30.43	36.70 31.67	38.13 32.91	39.60 34.18
710	MAINTENANCE WORKER I	717	32.75 28.27	33.97 29.31	35.26 30.43	36.70 31.67	38.13 32.91	39.60 34.18	41.25 35.59
707	LAB TECHNICIAN I	718	33.97 29.31	35.26 30.43	36.70 31.67	38.13 32.91	39.60 34.18	41.25 35.59	42.90 37.02
735	PARKING METER REPAIRER I	718	33.97 29.31	35.26 30.43	36.70 31.67	38.13 32.91	39.60 34.18	41.25 35.59	42.90 37.02
736	HORTICULTURIST II	718	33.97 29.31	35.26 30.43	36.70 31.67	38.13 32.91	39.60 34.18	41.25 35.59	42.90 37.02

737	WATER PRODUCTION WORKER I	718	<u>33.97</u> 29.31	<u>35.26</u> 30.43	<u>36.70</u> 31.67	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02
743	EQUIPMENT SERVICE WORKER	718	<u>33.97</u> 29.31	<u>35.26</u> 30.43	<u>36.70</u> 31.67	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02
730	CUSTOMER SERVICE WORKER	719	<u>35.26</u> 30.43	<u>36.70</u> 31.67	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53
740	MAINTENANCE WORKER II	719	<u>35.26</u> 30.43	<u>36.70</u> 31.67	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53
744	PLANT OPERATOR TRAINEE	719	<u>35.26</u> 30.43	<u>36.70</u> 31.67	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53
746	ZOOKEEPER II	719	<u>35.26</u> 30.43	<u>36.70</u> 31.67	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53
734	LAB TECHNICIAN II	720	<u>36.70</u> 31.67	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53	<u>46.49</u> 40.13
750	WATER METER REPAIRER	720	<u>36.70</u> 31.67	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53	<u>46.49</u> 40.13
755	PARKING METER REPAIRER II	720	<u>36.70</u> 31.67	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53	<u>46.49</u> 40.13
745	PLANT OPERATOR I	721	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53	<u>46.49</u> 40.13	<u>48.38</u> 41.76
758	WATER PRODUCTION WORKER II	721	<u>38.13</u> 32.91	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53	<u>46.49</u> 40.13	<u>48.38</u> 41.76
760	MAINTENANCE WORKER III	722	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53	<u>46.49</u> 40.13	<u>48.38</u> 41.76	<u>50.47</u> 43.56
780	EQUIPMENT TECHNICIAN	722	<u>39.60</u> 34.18	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53	<u>46.49</u> 40.13	<u>48.38</u> 41.76	<u>50.47</u> 43.56
765	PLANT OPERATOR II	723	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53	<u>46.49</u> 40.13	<u>48.38</u> 41.76	<u>50.47</u> 43.56	<u>52.34</u> 45.17
770	MAINTENANCE MECHANIC	723	<u>41.25</u> 35.59	<u>42.90</u> 37.02	<u>44.65</u> 38.53	<u>46.49</u> 40.13	<u>48.38</u> 41.76	<u>50.47</u> 43.56	<u>52.34</u> 45.17

- B. A shift differential, as provided for in Article 13, Section B, is available to the above listed employees. Employees who work a regular second shift will receive an additional one dollar (\$1.00) per hour in addition to the above rates and employees assigned to work a regular third shift will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to the above rates.

APPENDIX A

LABOR AGREEMENT WAGE SCHEDULE TIER 1 EMPLOYEES (hired on or before (*ratification date*))

CITY OF AURORA - LOCAL #1514/COUNCIL 31 A.F.S.C.M.E./AFL/CIO

CITY COUNCIL RESOLUTION NO. __ DATED __

- I. A. The following schedule of hourly base pay rates shall take effect on or after January 1, 202~~37~~, which represents an approximate ~~43.50~~% increase over the previous year's wage agreement.

Job Code	Position Title	Salary Grade	1	2	3	4	5	6	7
700	MAINTENANCE SERVICE WORKER	713	29.12 25.00	30.32 26.04	31.56 27.11	32.80 28.17	34.06 29.26	35.33 30.34	36.67 31.50
701	SANITATION SERVICE WORKER	713	29.12 25.00	30.32 26.04	31.56 27.11	32.80 28.17	34.06 29.26	35.33 30.34	36.67 31.50
705	WATER METER READER	716	32.80 28.17	34.06 29.26	35.33 30.34	36.67 31.50	38.17 32.78	39.66 34.06	41.18 35.38
725	UTILITY SERVICE WORKER	716	32.80 28.17	34.06 29.26	35.33 30.34	36.67 31.50	38.17 32.78	39.66 34.06	41.18 35.38
738	HORTICULTURALIST I	716	32.80 28.17	34.06 29.26	35.33 30.34	36.67 31.50	38.17 32.78	39.66 34.06	41.18 35.38
739	ZOOKEEPER I	716	32.80 28.17	34.06 29.26	35.33 30.34	36.67 31.50	38.17 32.78	39.66 34.06	41.18 35.38
710	MAINTENANCE WORKER I	717	34.06 29.26	35.33 30.34	36.67 31.50	38.17 32.78	39.66 34.06	41.18 35.38	42.90 36.84
707	LAB TECHNICIAN I	718	35.33 30.34	36.67 31.50	38.17 32.78	39.66 34.06	41.18 35.38	42.90 36.84	44.62 38.32
735	PARKING METER REPAIRER I	718	35.33 30.34	36.67 31.50	38.17 32.78	39.66 34.06	41.18 35.38	42.90 36.84	44.62 38.32
736	HORTICULTURIST II	718	35.33 30.34	36.67 31.50	38.17 32.78	39.66 34.06	41.18 35.38	42.90 36.84	44.62 38.32

737	WATER PRODUCTION WORKER I	718	<u>35.33</u> 30.34	<u>36.67</u> 31.50	<u>38.17</u> 32.78	<u>39.66</u> 34.06	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32
743	EQUIPMENT SERVICE WORKER	718	<u>35.33</u> 30.34	<u>36.67</u> 31.50	<u>38.17</u> 32.78	<u>39.66</u> 34.06	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32
730	CUSTOMER SERVICE WORKER	719	<u>36.67</u> 31.50	<u>38.17</u> 32.78	<u>39.66</u> 34.06	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32	<u>46.44</u> 39.88
740	MAINTENANCE WORKER II	719	<u>36.67</u> 31.50	<u>38.17</u> 32.78	<u>39.66</u> 34.06	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32	<u>46.44</u> 39.88
744	PLANT OPERATOR TRAINEE	719	<u>36.67</u> 31.50	<u>38.17</u> 32.78	<u>39.66</u> 34.06	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32	<u>46.44</u> 39.88
746	ZOOKEEPER II	719	<u>36.67</u> 31.50	<u>38.17</u> 32.78	<u>39.66</u> 34.06	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32	<u>46.44</u> 39.88
734	LAB TECHNICIAN II	720	<u>38.17</u> 25.00	<u>39.66</u> 26.04	<u>41.18</u> 27.11	<u>42.90</u> 28.17	<u>44.62</u> 29.26	<u>46.44</u> 30.34	<u>48.35</u> 31.50
750	WATER METER REPAIRER	720	<u>38.17</u> 32.78	<u>39.66</u> 34.06	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32	<u>46.44</u> 39.88	<u>48.35</u> 41.53
755	PARKING METER REPAIRER II	720	<u>38.17</u> 32.78	<u>39.66</u> 34.06	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32	<u>46.44</u> 39.88	<u>48.35</u> 41.53
745	PLANT OPERATOR I	721	<u>39.66</u> 32.78	<u>41.18</u> 34.06	<u>42.90</u> 35.38	<u>44.62</u> 36.84	<u>46.44</u> 38.32	<u>48.35</u> 39.88	<u>50.32</u> 41.53
758	WATER PRODUCTION WORKER II	721	<u>39.66</u> 34.06	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32	<u>46.44</u> 39.88	<u>48.35</u> 41.53	<u>50.32</u> 43.22
760	MAINTENANCE WORKER III	722	<u>41.18</u> 34.06	<u>42.90</u> 35.38	<u>44.62</u> 36.84	<u>46.44</u> 38.32	<u>48.35</u> 39.88	<u>50.32</u> 41.53	<u>52.49</u> 43.22
780	EQUIPMENT TECHNICIAN	722	<u>41.18</u> 35.38	<u>42.90</u> 36.84	<u>44.62</u> 38.32	<u>46.44</u> 39.88	<u>48.35</u> 41.53	<u>50.32</u> 43.22	<u>52.49</u> 45.08
765	PLANT OPERATOR II	723	<u>42.90</u> 35.38	<u>44.62</u> 36.84	<u>46.44</u> 38.32	<u>48.35</u> 39.88	<u>50.32</u> 41.53	<u>52.49</u> 43.22	<u>54.43</u> 45.08
770	MAINTENANCE MECHANIC	723	<u>42.90</u> 36.84	<u>44.62</u> 38.32	<u>46.44</u> 39.88	<u>48.35</u> 41.53	<u>50.32</u> 43.22	<u>52.49</u> 45.08	<u>54.43</u> 46.75

- B. A shift differential, as provided for in Article 13, Section B, is available to the above listed employees. Employees who work a regular second shift will receive an additional one dollar (\$1.00) per hour in addition to the above rates and employees assigned to work a regular third shift will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to the above rates.

APPENDIX A

LABOR AGREEMENT WAGE SCHEDULE TIER 1 EMPLOYEES (hired on or before (*ratification date*))

CITY OF AURORA - LOCAL #1514/COUNCIL 31 A.F.S.C.M.E./AFL/CIO

CITY COUNCIL RESOLUTION NO. __ DATED __

- I. A. The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 1, 202~~8~~⁴, which represents an approximate ~~43.5~~% increase over the previous year's wage agreement.

Job Code	Position Title	Salary Grade	1	2	3	4	5	6	7
700	MAINTENANCE SERVICE WORKER	713	30.28 25.88	31.53 26.95	32.82 28.06	34.11 29.16	35.42 30.28	36.74 31.40	38.14 32.60
701	SANITATION SERVICE WORKER	713	30.28 25.88	31.53 26.95	32.82 28.06	34.11 29.16	35.42 30.28	36.74 31.40	38.14 32.60
705	WATER METER READER	716	34.11 29.16	35.42 30.28	36.74 31.40	38.14 32.60	39.70 33.93	41.25 35.25	42.83 36.62
725	UTILITY SERVICE WORKER	716	34.11 29.16	35.42 30.28	36.74 31.40	38.14 32.60	39.70 33.93	41.25 35.25	42.83 36.62
738	HORTICULTURALIST I	716	34.11 29.16	35.42 30.28	36.74 31.40	38.14 32.60	39.70 33.93	41.25 35.25	42.83 36.62
739	ZOOKEEPER I	716	34.11 29.16	35.42 30.28	36.74 31.40	38.14 32.60	39.70 33.93	41.25 35.25	42.83 36.62
710	MAINTENANCE WORKER I	717	35.42 30.28	36.74 31.40	38.14 32.60	39.70 33.93	41.25 35.25	42.83 36.62	44.62 38.13
707	LAB TECHNICIAN I	718	36.74 31.40	38.14 32.60	39.70 33.93	41.25 35.25	42.83 36.62	44.62 38.13	46.40 39.66
735	PARKING METER REPAIRER I	718	36.74 31.40	38.14 32.60	39.70 33.93	41.25 35.25	42.83 36.62	44.62 38.13	46.40 39.66
736	HORTICULTURIST II	718	36.74 31.40	38.14 32.60	39.70 33.93	41.25 35.25	42.83 36.62	44.62 38.13	46.40 39.66

737	WATER PRODUCTION WORKER I	718	<u>36.74</u> 31.40	<u>38.14</u> 32.60	<u>39.70</u> 33.93	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66
743	EQUIPMENT SERVICE WORKER	718	<u>36.74</u> 31.40	<u>38.14</u> 32.60	<u>39.70</u> 33.93	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66
730	CUSTOMER SERVICE WORKER	719	<u>38.14</u> 32.60	<u>39.70</u> 33.93	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28
740	MAINTENANCE WORKER II	719	<u>38.14</u> 32.60	<u>39.70</u> 33.93	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28
744	PLANT OPERATOR TRAINEE	719	<u>38.14</u> 32.60	<u>39.70</u> 33.93	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28
746	ZOOKEEPER II	719	<u>38.14</u> 32.60	<u>39.70</u> 33.93	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28
734	LAB TECHNICIAN II	720	<u>39.70</u> 33.93	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28	<u>50.28</u> 42.98
750	WATER METER REPAIRER	720	<u>39.70</u> 33.93	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28	<u>50.28</u> 42.98
755	PARKING METER REPAIRER II	720	<u>39.70</u> 33.93	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28	<u>50.28</u> 42.98
745	PLANT OPERATOR I	721	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28	<u>50.28</u> 42.98	<u>52.33</u> 44.73
758	WATER PRODUCTION WORKER II	721	<u>41.25</u> 35.25	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28	<u>50.28</u> 42.98	<u>52.33</u> 44.73
760	MAINTENANCE WORKER III	722	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28	<u>50.28</u> 42.98	<u>52.33</u> 44.73	<u>54.59</u> 46.66
780	EQUIPMENT TECHNICIAN	722	<u>42.83</u> 36.62	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28	<u>50.28</u> 42.98	<u>52.33</u> 44.73	<u>54.59</u> 46.66
765	PLANT OPERATOR II	723	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28	<u>50.28</u> 42.98	<u>52.33</u> 44.73	<u>54.59</u> 46.66	<u>56.61</u> 48.39
770	MAINTENANCE MECHANIC	723	<u>44.62</u> 38.13	<u>46.40</u> 39.66	<u>48.30</u> 41.28	<u>50.28</u> 42.98	<u>52.33</u> 44.73	<u>54.59</u> 46.66	<u>56.61</u> 48.39

- B. A shift differential, as provided for in Article 13, Section B, is available to the above listed employees. Employees who work a regular second shift will receive an additional one dollar (\$1.00) per hour in addition to the above rates and employees assigned to work a regular third shift will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to the above rates.

APPENDIX A

LABOR AGREEMENT WAGE SCHEDULE TIER 2 EMPLOYEES (hired after (*ratification date*))

CITY OF AURORA - LOCAL #1514/COUNCIL 31 A.F.S.C.M.E./AFL/CIO

CITY COUNCIL RESOLUTION NO. __ DATED __

I. A. The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 202~~5~~⁴, which represents an approximate ~~42.5~~% increase over the previous years' wage.

Pos	Title	Pay Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
700	MAINTENANCE SERVICE WORKER	A13	26.92 23.33	27.49 23.85	28.10 24.38	28.74 24.93	29.39 25.49	30.07 26.08	30.75 26.67	31.42 27.25	32.15 27.87	32.86 28.50	33.61 29.15	34.36 29.80	35.13 30.47
701	SANITATION SERVICE WORKER	A13	26.92 23.33	27.49 23.85	28.10 24.38	28.74 24.93	29.39 25.49	30.07 26.08	30.75 26.67	31.42 27.25	32.15 27.87	32.86 28.50	33.61 29.15	34.36 29.80	35.13 30.47
705	WATER METER READER	A16	30.33 26.30	31.01 26.90	31.69 27.48	32.42 28.12	33.13 28.73	33.88 29.39	34.63 30.03	35.42 30.72	36.24 31.43	37.01 32.11	37.87 32.84	38.75 33.60	39.60 34.35
725	UTILITY SERVICE WORKER	A16	30.33 26.30	31.01 26.90	31.69 27.48	32.42 28.12	33.13 28.73	33.88 29.39	34.63 30.03	35.42 30.72	36.24 31.43	37.01 32.11	37.87 32.84	38.75 33.60	39.60 34.35
738	HORTICULTURIST	A16	30.33 26.30	31.01 26.90	31.69 27.48	32.42 28.12	33.13 28.73	33.88 29.39	34.63 30.03	35.42 30.72	36.24 31.43	37.01 32.11	37.87 32.84	38.75 33.60	39.60 34.35
739	ZOOKEEPER I	A16	30.33 26.30	31.01 26.90	31.69 27.48	32.42 28.12	33.13 28.73	33.88 29.39	34.63 30.03	35.42 30.72	36.24 31.43	37.01 32.11	37.87 32.84	38.75 33.60	39.60 34.35

710	MAINTENANCE WORKER I	A17	<u>31.49</u> 27.31	<u>32.19</u> 27.91	<u>32.91</u> 28.54	<u>33.65</u> 29.19	<u>34.40</u> 29.84	<u>35.19</u> 30.52	<u>35.97</u> 31.20	<u>36.81</u> 31.91	<u>37.63</u> 32.64	<u>38.45</u> 33.34	<u>39.33</u> 34.11	<u>40.21</u> 34.87	<u>41.12</u> 35.66
707	LAB TECHNICIAN I	A18	<u>32.66</u> 28.32	<u>33.40</u> 28.97	<u>34.14</u> 29.61	<u>34.91</u> 30.27	<u>35.70</u> 30.97	<u>36.50</u> 31.65	<u>37.30</u> 32.36	<u>38.18</u> 33.11	<u>39.02</u> 33.84	<u>39.89</u> 34.60	<u>40.79</u> 35.37	<u>41.72</u> 36.18	<u>42.64</u> 36.98
735	PARKING METER REPAIRER	A18	<u>32.66</u> 28.32	<u>33.40</u> 28.97	<u>34.14</u> 29.61	<u>34.91</u> 30.27	<u>35.70</u> 30.97	<u>36.50</u> 31.65	<u>37.30</u> 32.36	<u>38.18</u> 33.11	<u>39.02</u> 33.84	<u>39.89</u> 34.60	<u>40.79</u> 35.37	<u>41.72</u> 36.18	<u>42.64</u> 36.98
736	HORTICULTURIST II	A18	<u>32.66</u> 28.32	<u>33.40</u> 28.97	<u>34.14</u> 29.61	<u>34.91</u> 30.27	<u>35.70</u> 30.97	<u>36.50</u> 31.65	<u>37.30</u> 32.36	<u>38.18</u> 33.11	<u>39.02</u> 33.84	<u>39.89</u> 34.60	<u>40.79</u> 35.37	<u>41.72</u> 36.18	<u>42.64</u> 36.98
737	WATER PRODUCTION WORKER I	A18	<u>32.66</u> 28.32	<u>33.40</u> 28.97	<u>34.14</u> 29.61	<u>34.91</u> 30.27	<u>35.70</u> 30.97	<u>36.50</u> 31.65	<u>37.30</u> 32.36	<u>38.18</u> 33.11	<u>39.02</u> 33.84	<u>39.89</u> 34.60	<u>40.79</u> 35.37	<u>41.72</u> 36.18	<u>42.64</u> 36.98
743	EQUIPMENT SERVICE WORKER	A18	<u>32.66</u> 28.32	<u>33.40</u> 28.97	<u>34.14</u> 29.61	<u>34.91</u> 30.27	<u>35.70</u> 30.97	<u>36.50</u> 31.65	<u>37.30</u> 32.36	<u>38.18</u> 33.11	<u>39.02</u> 33.84	<u>39.89</u> 34.60	<u>40.79</u> 35.37	<u>41.72</u> 36.18	<u>42.64</u> 36.98
730	CUSTOMER SERVICE WORKER	A19	<u>33.90</u> 29.40	<u>34.65</u> 30.05	<u>35.43</u> 30.73	<u>36.25</u> 31.44	<u>37.03</u> 32.13	<u>37.88</u> 32.85	<u>38.76</u> 33.61	<u>39.61</u> 34.36	<u>40.51</u> 35.13	<u>41.41</u> 35.91	<u>42.35</u> 36.72	<u>43.31</u> 37.56	<u>44.26</u> 38.39
740	MAINTENANCE WORKER II	A19	<u>33.90</u> 29.40	<u>34.65</u> 30.05	<u>35.43</u> 30.73	<u>36.25</u> 31.44	<u>37.03</u> 32.13	<u>37.88</u> 32.85	<u>38.76</u> 33.61	<u>39.61</u> 34.36	<u>40.51</u> 35.13	<u>41.41</u> 35.91	<u>42.35</u> 36.72	<u>43.31</u> 37.56	<u>44.26</u> 38.39
<u>731</u>	<u>SIGN SHOP WORKER</u>	<u>A19</u>	<u>33.90</u>	<u>34.65</u>	<u>35.43</u>	<u>36.25</u>	<u>37.03</u>	<u>37.88</u>	<u>38.76</u>	<u>39.61</u>	<u>40.51</u>	<u>41.41</u>	<u>42.35</u>	<u>43.31</u>	<u>44.26</u>
744	PLANT OPERATOR TRAINEE	A19	<u>33.90</u> 29.40	<u>34.65</u> 30.05	<u>35.43</u> 30.73	<u>36.25</u> 31.44	<u>37.03</u> 32.13	<u>37.88</u> 32.85	<u>38.76</u> 33.61	<u>39.61</u> 34.36	<u>40.51</u> 35.13	<u>41.41</u> 35.91	<u>42.35</u> 36.72	<u>43.31</u> 37.56	<u>44.26</u> 38.39
746	ZOOKEEPER II	A19	<u>33.90</u> 29.40	<u>34.65</u> 30.05	<u>35.43</u> 30.73	<u>36.25</u> 31.44	<u>37.03</u> 32.13	<u>37.88</u> 32.85	<u>38.76</u> 33.61	<u>39.61</u> 34.36	<u>40.51</u> 35.13	<u>41.41</u> 35.91	<u>42.35</u> 36.72	<u>43.31</u> 37.56	<u>44.26</u> 38.39
734	LAB TECHNICIAN II	A20	<u>35.29</u> 30.60	<u>36.06</u> 31.28	<u>36.88</u> 31.98	<u>37.71</u> 32.71	<u>38.53</u> 33.42	<u>39.42</u> 34.18	<u>40.30</u> 34.95	<u>41.23</u> 35.75	<u>42.16</u> 36.57	<u>43.09</u> 37.37	<u>44.06</u> 38.22	<u>45.06</u> 39.07	<u>46.06</u> 39.94

750	WATER METER REPAIRER	A20	<u>35.29</u> 30.60	<u>36.06</u> 31.28	<u>36.88</u> 31.98	<u>37.71</u> 32.71	<u>38.53</u> 33.42	<u>39.42</u> 34.18	<u>40.30</u> 34.95	<u>41.23</u> 35.75	<u>42.16</u> 36.57	<u>43.09</u> 37.37	<u>44.06</u> 38.22	<u>45.06</u> 39.07	<u>46.06</u> 39.94
755	PARKING METER REPAIRER II	A20	<u>35.29</u> 30.60	<u>36.06</u> 31.28	<u>36.88</u> 31.98	<u>37.71</u> 32.71	<u>38.53</u> 33.42	<u>39.42</u> 34.18	<u>40.30</u> 34.95	<u>41.23</u> 35.75	<u>42.16</u> 36.57	<u>43.09</u> 37.37	<u>44.06</u> 38.22	<u>45.06</u> 39.07	<u>46.06</u> 39.94
745	PLANT OPERATOR I	A21	<u>36.66</u> 31.80	<u>37.47</u> 32.49	<u>38.31</u> 33.23	<u>39.19</u> 33.99	<u>40.05</u> 34.73	<u>40.97</u> 35.53	<u>41.88</u> 36.32	<u>42.85</u> 37.16	<u>43.78</u> 37.97	<u>44.78</u> 38.83	<u>45.79</u> 39.71	<u>46.82</u> 40.61	<u>47.85</u> 41.50
758	WATER PRODUCTION WORKER II	A21	<u>36.66</u> 31.80	<u>37.47</u> 32.49	<u>38.31</u> 33.23	<u>39.19</u> 33.99	<u>40.05</u> 34.73	<u>40.97</u> 35.53	<u>41.88</u> 36.32	<u>42.85</u> 37.16	<u>43.78</u> 37.97	<u>44.78</u> 38.83	<u>45.79</u> 39.71	<u>46.82</u> 40.61	<u>47.85</u> 41.50
760	MAINTENANCE WORKER III	A22	<u>38.08</u> 33.02	<u>38.92</u> 33.75	<u>39.79</u> 34.51	<u>40.70</u> 35.29	<u>41.62</u> 36.10	<u>42.52</u> 36.87	<u>43.48</u> 37.71	<u>44.49</u> 38.58	<u>45.47</u> 39.43	<u>46.49</u> 40.32	<u>47.55</u> 41.24	<u>48.63</u> 42.17	<u>49.71</u> 43.11
780	EQUIPMENT TECHNICIAN	A22	<u>38.08</u> 33.02	<u>38.92</u> 33.75	<u>39.79</u> 34.51	<u>40.70</u> 35.29	<u>41.62</u> 36.10	<u>42.52</u> 36.87	<u>43.48</u> 37.71	<u>44.49</u> 38.58	<u>45.47</u> 39.43	<u>46.49</u> 40.32	<u>47.55</u> 41.24	<u>48.63</u> 42.17	<u>49.71</u> 43.11
765	PLANT OPERATOR II	A23	<u>39.66</u> 34.39	<u>40.54</u> 35.16	<u>41.45</u> 35.95	<u>42.39</u> 36.76	<u>43.36</u> 37.60	<u>44.31</u> 38.43	<u>45.31</u> 39.30	<u>46.35</u> 40.19	<u>47.38</u> 41.09	<u>48.46</u> 42.03	<u>49.54</u> 42.96	<u>50.65</u> 43.92	<u>51.79</u> 44.92
770	MAINTENANCE MECHANIC	A23	<u>39.66</u> 34.39	<u>40.54</u> 35.16	<u>41.45</u> 35.95	<u>42.39</u> 36.76	<u>43.36</u> 37.60	<u>44.31</u> 38.43	<u>45.31</u> 39.30	<u>46.35</u> 40.19	<u>47.38</u> 41.09	<u>48.46</u> 42.03	<u>49.54</u> 42.96	<u>50.65</u> 43.92	<u>51.79</u> 44.92

- B. A shift differential, as provided for in Article 13, Section B, is available to the above listed employees.
Employees who work a regular second shift will receive an additional one dollar (\$1.00) per hour in addition to the above rates and employees assigned to work a regular third shift will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to the above rates

APPENDIX A

LABOR AGREEMENT WAGE SCHEDULE TIER 2 EMPLOYEES (hired after (*ratification date*))

CITY OF AURORA - LOCAL #1514/COUNCIL 31 A.F.S.C.M.E./AFL/CIO

CITY COUNCIL RESOLUTION NO. __ DATED __

- I. A. The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 202~~26~~, which represents an approximate ~~43.5~~% increase over the previous wage agreement.

Pos	Title	Pay Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
700	MAINTENANCE SERVICE WORKER	A13	<u>28.00</u> 24.15	<u>28.59</u> 24.68	<u>29.22</u> 25.23	<u>29.89</u> 25.80	<u>30.57</u> 26.38	<u>31.27</u> 26.99	<u>31.98</u> 27.60	<u>32.68</u> 28.20	<u>33.44</u> 28.85	<u>34.17</u> 29.50	<u>34.95</u> 30.17	<u>35.73</u> 30.84	<u>36.54</u> 31.54
701	SANITATION SERVICE WORKER	A13	<u>28.00</u> 24.15	<u>28.59</u> 24.68	<u>29.22</u> 25.23	<u>29.89</u> 25.80	<u>30.57</u> 26.38	<u>31.27</u> 26.99	<u>31.98</u> 27.60	<u>32.68</u> 28.20	<u>33.44</u> 28.85	<u>34.17</u> 29.50	<u>34.95</u> 30.17	<u>35.73</u> 30.84	<u>36.54</u> 31.54
705	WATER METER READER	A16	<u>31.54</u> 27.22	<u>32.25</u> 27.84	<u>32.96</u> 28.44	<u>33.72</u> 29.10	<u>34.46</u> 29.74	<u>35.24</u> 30.42	<u>36.02</u> 31.08	<u>36.84</u> 31.80	<u>37.69</u> 32.53	<u>38.49</u> 33.23	<u>39.38</u> 33.99	<u>40.30</u> 34.78	<u>41.18</u> 35.55
725	UTILITY SERVICE WORKER	A16	<u>31.54</u> 27.22	<u>32.25</u> 27.84	<u>32.96</u> 28.44	<u>33.72</u> 29.10	<u>34.46</u> 29.74	<u>35.24</u> 30.42	<u>36.02</u> 31.08	<u>36.84</u> 31.80	<u>37.69</u> 32.53	<u>38.49</u> 33.23	<u>39.38</u> 33.99	<u>40.30</u> 34.78	<u>41.18</u> 35.55
738	HORTICULTURIST I	A16	<u>31.54</u> 27.22	<u>32.25</u> 27.84	<u>32.96</u> 28.44	<u>33.72</u> 29.10	<u>34.46</u> 29.74	<u>35.24</u> 30.42	<u>36.02</u> 31.08	<u>36.84</u> 31.80	<u>37.69</u> 32.53	<u>38.49</u> 33.23	<u>39.38</u> 33.99	<u>40.30</u> 34.78	<u>41.18</u> 35.55
739	ZOOKEEPER I	A16	<u>31.54</u> 27.22	<u>32.25</u> 27.84	<u>32.96</u> 28.44	<u>33.72</u> 29.10	<u>34.46</u> 29.74	<u>35.24</u> 30.42	<u>36.02</u> 31.08	<u>36.84</u> 31.80	<u>37.69</u> 32.53	<u>38.49</u> 33.23	<u>39.38</u> 33.99	<u>40.30</u> 34.78	<u>41.18</u> 35.55

710	MAINTENANCE WORKER I	A17	<u>32.75</u> 28.27	<u>33.48</u> 28.89	<u>34.23</u> 29.54	<u>35.00</u> 30.21	<u>35.78</u> 30.88	<u>36.60</u> 31.59	<u>37.41</u> 32.29	<u>38.28</u> 33.03	<u>39.14</u> 33.78	<u>39.99</u> 34.51	<u>40.90</u> 35.30	<u>41.82</u> 36.09	<u>42.76</u> 36.91
707	LAB TECHNICIAN I	A18	<u>33.97</u> 29.31	<u>34.74</u> 29.98	<u>35.51</u> 30.65	<u>36.31</u> 31.33	<u>37.13</u> 32.05	<u>37.96</u> 32.76	<u>38.79</u> 33.49	<u>39.71</u> 34.27	<u>40.58</u> 35.02	<u>41.49</u> 35.81	<u>42.42</u> 36.61	<u>43.39</u> 37.45	<u>44.35</u> 38.27
735	PARKING METER REPAIRER	A18	<u>33.97</u> 29.31	<u>34.74</u> 29.98	<u>35.51</u> 30.65	<u>36.31</u> 31.33	<u>37.13</u> 32.05	<u>37.96</u> 32.76	<u>38.79</u> 33.49	<u>39.71</u> 34.27	<u>40.58</u> 35.02	<u>41.49</u> 35.81	<u>42.42</u> 36.61	<u>43.39</u> 37.45	<u>44.35</u> 38.27
736	HORTICULTURIST II	A18	<u>33.97</u> 29.31	<u>34.74</u> 29.98	<u>35.51</u> 30.65	<u>36.31</u> 31.33	<u>37.13</u> 32.05	<u>37.96</u> 32.76	<u>38.79</u> 33.49	<u>39.71</u> 34.27	<u>40.58</u> 35.02	<u>41.49</u> 35.81	<u>42.42</u> 36.61	<u>43.39</u> 37.45	<u>44.35</u> 38.27
737	WATER PRODUCTION WORKER I	A18	<u>33.97</u> 29.31	<u>34.74</u> 29.98	<u>35.51</u> 30.65	<u>36.31</u> 31.33	<u>37.13</u> 32.05	<u>37.96</u> 32.76	<u>38.79</u> 33.49	<u>39.71</u> 34.27	<u>40.58</u> 35.02	<u>41.49</u> 35.81	<u>42.42</u> 36.61	<u>43.39</u> 37.45	<u>44.35</u> 38.27
743	EQUIPMENT SERVICE WORKER	A18	<u>33.97</u> 29.31	<u>34.74</u> 29.98	<u>35.51</u> 30.65	<u>36.31</u> 31.33	<u>37.13</u> 32.05	<u>37.96</u> 32.76	<u>38.79</u> 33.49	<u>39.71</u> 34.27	<u>40.58</u> 35.02	<u>41.49</u> 35.81	<u>42.42</u> 36.61	<u>43.39</u> 37.45	<u>44.35</u> 38.27
730	CUSTOMER SERVICE WORKER	A19	<u>35.26</u> 30.43	<u>36.04</u> 31.10	<u>36.85</u> 31.81	<u>37.70</u> 32.54	<u>38.51</u> 33.25	<u>39.40</u> 34.00	<u>40.31</u> 34.79	<u>41.19</u> 35.56	<u>42.13</u> 36.36	<u>43.07</u> 37.17	<u>44.04</u> 38.01	<u>45.04</u> 38.87	<u>46.03</u> 39.73
740	MAINTENANCE WORKER II	A19	<u>35.26</u> 30.43	<u>36.04</u> 31.10	<u>36.85</u> 31.81	<u>37.70</u> 32.54	<u>38.51</u> 33.25	<u>39.40</u> 34.00	<u>40.31</u> 34.79	<u>41.19</u> 35.56	<u>42.13</u> 36.36	<u>43.07</u> 37.17	<u>44.04</u> 38.01	<u>45.04</u> 38.87	<u>46.03</u> 39.73
731	<u>SIGN SHOP WORKER</u>	<u>A19</u>	<u>35.26</u>	<u>36.04</u>	<u>36.85</u>	<u>37.70</u>	<u>38.51</u>	<u>39.40</u>	<u>40.31</u>	<u>41.19</u>	<u>42.13</u>	<u>43.07</u>	<u>44.04</u>	<u>45.04</u>	<u>46.03</u>
744	PLANT OPERATOR TRAINEE	A19	<u>35.26</u> 30.43	<u>36.04</u> 31.10	<u>36.85</u> 31.81	<u>37.70</u> 32.54	<u>38.51</u> 33.25	<u>39.40</u> 34.00	<u>40.31</u> 34.79	<u>41.19</u> 35.56	<u>42.13</u> 36.36	<u>43.07</u> 37.17	<u>44.04</u> 38.01	<u>45.04</u> 38.87	<u>46.03</u> 39.73
746	ZOOKEEPER II	A19	<u>35.26</u> 30.43	<u>36.04</u> 31.10	<u>36.85</u> 31.81	<u>37.70</u> 32.54	<u>38.51</u> 33.25	<u>39.40</u> 34.00	<u>40.31</u> 34.79	<u>41.19</u> 35.56	<u>42.13</u> 36.36	<u>43.07</u> 37.17	<u>44.04</u> 38.01	<u>45.04</u> 38.87	<u>46.03</u> 39.73
734	LAB TECHNICIAN II	A20	<u>36.70</u> 31.67	<u>37.50</u> 32.37	<u>38.36</u> 33.10	<u>39.22</u> 33.85	<u>40.07</u> 34.59	<u>41.00</u> 35.38	<u>41.91</u> 36.17	<u>42.88</u> 37.00	<u>43.85</u> 37.85	<u>44.81</u> 38.68	<u>45.82</u> 39.56	<u>46.86</u> 40.44	<u>47.90</u> 41.34

750	WATER METER REPAIRER	A20	<u>36.70</u> 31.67	<u>37.50</u> 32.37	<u>38.36</u> 33.10	<u>39.22</u> 33.85	<u>40.07</u> 34.59	<u>41.00</u> 35.38	<u>41.91</u> 36.17	<u>42.88</u> 37.00	<u>43.85</u> 37.85	<u>44.81</u> 38.68	<u>45.82</u> 39.56	<u>46.86</u> 40.44	<u>47.90</u> 41.34
755	PARKING METER REPAIRER II	A20	<u>36.70</u> 31.67	<u>37.50</u> 32.37	<u>38.36</u> 33.10	<u>39.22</u> 33.85	<u>40.07</u> 34.59	<u>41.00</u> 35.38	<u>41.91</u> 36.17	<u>42.88</u> 37.00	<u>43.85</u> 37.85	<u>44.81</u> 38.68	<u>45.82</u> 39.56	<u>46.86</u> 40.44	<u>47.90</u> 41.34
745	PLANT OPERATOR I	A21	<u>38.13</u> 32.91	<u>38.97</u> 33.63	<u>39.84</u> 34.39	<u>40.76</u> 35.18	<u>41.65</u> 35.95	<u>42.61</u> 36.77	<u>43.56</u> 37.59	<u>44.56</u> 38.46	<u>45.53</u> 39.30	<u>46.57</u> 40.19	<u>47.62</u> 41.10	<u>48.69</u> 42.03	<u>49.76</u> 42.95
758	WATER PRODUCTION WORKER II	A21	<u>38.13</u> 32.91	<u>38.97</u> 33.63	<u>39.84</u> 34.39	<u>40.76</u> 35.18	<u>41.65</u> 35.95	<u>42.61</u> 36.77	<u>43.56</u> 37.59	<u>44.56</u> 38.46	<u>45.53</u> 39.30	<u>46.57</u> 40.19	<u>47.62</u> 41.10	<u>48.69</u> 42.03	<u>49.76</u> 42.95
760	MAINTENANCE WORKER III	A22	<u>39.60</u> 34.18	<u>40.48</u> 34.93	<u>41.38</u> 35.72	<u>42.33</u> 36.53	<u>43.28</u> 37.36	<u>44.22</u> 38.16	<u>45.22</u> 39.03	<u>46.27</u> 39.93	<u>47.29</u> 40.81	<u>48.35</u> 41.73	<u>49.45</u> 42.68	<u>50.58</u> 43.65	<u>51.70</u> 44.62
780	EQUIPMENT TECHNICIAN	A22	<u>39.60</u> 34.18	<u>40.48</u> 34.93	<u>41.38</u> 35.72	<u>42.33</u> 36.53	<u>43.28</u> 37.36	<u>44.22</u> 38.16	<u>45.22</u> 39.03	<u>46.27</u> 39.93	<u>47.29</u> 40.81	<u>48.35</u> 41.73	<u>49.45</u> 42.68	<u>50.58</u> 43.65	<u>51.70</u> 44.62
765	PLANT OPERATOR II	A23	<u>41.25</u> 35.59	<u>42.16</u> 36.39	<u>43.11</u> 37.21	<u>44.09</u> 38.05	<u>45.09</u> 38.92	<u>46.08</u> 39.78	<u>47.12</u> 40.68	<u>48.20</u> 41.60	<u>49.28</u> 42.53	<u>50.40</u> 43.50	<u>51.52</u> 44.46	<u>52.68</u> 45.46	<u>53.86</u> 46.49
770	MAINTENANCE MECHANIC	A23	<u>41.25</u> 35.59	<u>42.16</u> 36.39	<u>43.11</u> 37.21	<u>44.09</u> 38.05	<u>45.09</u> 38.92	<u>46.08</u> 39.78	<u>47.12</u> 40.68	<u>48.20</u> 41.60	<u>49.28</u> 42.53	<u>50.40</u> 43.50	<u>51.52</u> 44.46	<u>52.68</u> 45.46	<u>53.86</u> 46.49

B. A shift differential, as provided for in Article 13, Section B, is available to the above listed employees. Employees who work a regular second shift will receive an additional one dollar (\$1.00) per hour in addition to the above rates and employees assigned to work a regular third shift will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to the above rates

APPENDIX A

LABOR AGREEMENT WAGE SCHEDULE TIER 2 EMPLOYEES (hired after (*ratification date*))

CITY OF AURORA - LOCAL #1514/COUNCIL 31 A.F.S.C.M.E./AFL/CIO

CITY COUNCIL RESOLUTION NO. __ DATED __

- I. A. The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 2023~~7~~, which represents an approximate ~~43.5~~% increase over the previous wage agreement.

Pos	Title	Pay Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
700	MAINTENANCE SERVICE WORKER	A13	29.12 25.00	29.73 25.54	30.39 26.11	31.09 26.70	31.79 27.30	32.52 27.93	33.26 28.57	33.99 29.19	34.78 29.86	35.54 30.53	36.35 31.23	37.16 31.92	38.00 32.64
701	SANITATION SERVICE WORKER	A13	29.12 25.00	29.73 25.54	30.39 26.11	31.09 26.70	31.79 27.30	32.52 27.93	33.26 28.57	33.99 29.19	34.78 29.86	35.54 30.53	36.35 31.23	37.16 31.92	38.00 32.64
705	WATER METER READER	A16	32.80 28.17	33.54 28.81	34.28 29.44	35.07 30.12	35.84 30.78	36.65 31.48	37.46 32.17	38.31 32.91	39.20 33.67	40.03 34.39	40.96 35.18	41.91 36.00	42.83 36.79
725	UTILITY SERVICE WORKER	A16	32.80 28.17	33.54 28.81	34.28 29.44	35.07 30.12	35.84 30.78	36.65 31.48	37.46 32.17	38.31 32.91	39.20 33.67	40.03 34.39	40.96 35.18	41.91 36.00	42.83 36.79
738	HORTICULTURIST I	A16	32.80 28.17	33.54 28.81	34.28 29.44	35.07 30.12	35.84 30.78	36.65 31.48	37.46 32.17	38.31 32.91	39.20 33.67	40.03 34.39	40.96 35.18	41.91 36.00	42.83 36.79
739	ZOOKEEPER I	A16	32.80 28.17	33.54 28.81	34.28 29.44	35.07 30.12	35.84 30.78	36.65 31.48	37.46 32.17	38.31 32.91	39.20 33.67	40.03 34.39	40.96 35.18	41.91 36.00	42.83 36.79

710	MAINTENANCE WORKER I	A17	<u>34.06</u> <u>29.26</u>	<u>34.82</u> <u>29.90</u>	<u>35.60</u> <u>30.57</u>	<u>36.40</u> <u>31.27</u>	<u>37.21</u> <u>31.96</u>	<u>38.06</u> <u>32.70</u>	<u>38.91</u> <u>33.42</u>	<u>39.81</u> <u>34.19</u>	<u>40.71</u> <u>34.96</u>	<u>41.59</u> <u>35.72</u>	<u>42.54</u> <u>36.54</u>	<u>43.49</u> <u>37.35</u>	<u>44.47</u> <u>38.20</u>
707	LAB TECHNICIAN I	A18	<u>35.33</u> <u>30.34</u>	<u>36.13</u> <u>31.03</u>	<u>36.93</u> <u>31.72</u>	<u>37.76</u> <u>32.43</u>	<u>38.62</u> <u>33.17</u>	<u>39.48</u> <u>33.91</u>	<u>40.34</u> <u>34.66</u>	<u>41.30</u> <u>35.47</u>	<u>42.20</u> <u>36.25</u>	<u>43.15</u> <u>37.06</u>	<u>44.12</u> <u>37.89</u>	<u>45.13</u> <u>38.76</u>	<u>46.12</u> <u>39.61</u>
735	PARKING METER REPAIRER	A18	<u>35.33</u> <u>30.34</u>	<u>36.13</u> <u>31.03</u>	<u>36.93</u> <u>31.72</u>	<u>37.76</u> <u>32.43</u>	<u>38.62</u> <u>33.17</u>	<u>39.48</u> <u>33.91</u>	<u>40.34</u> <u>34.66</u>	<u>41.30</u> <u>35.47</u>	<u>42.20</u> <u>36.25</u>	<u>43.15</u> <u>37.06</u>	<u>44.12</u> <u>37.89</u>	<u>45.13</u> <u>38.76</u>	<u>46.12</u> <u>39.61</u>
736	HORTICULTURIST II	A18	<u>35.33</u> <u>30.34</u>	<u>36.13</u> <u>31.03</u>	<u>36.93</u> <u>31.72</u>	<u>37.76</u> <u>32.43</u>	<u>38.62</u> <u>33.17</u>	<u>39.48</u> <u>33.91</u>	<u>40.34</u> <u>34.66</u>	<u>41.30</u> <u>35.47</u>	<u>42.20</u> <u>36.25</u>	<u>43.15</u> <u>37.06</u>	<u>44.12</u> <u>37.89</u>	<u>45.13</u> <u>38.76</u>	<u>46.12</u> <u>39.61</u>
737	WATER PRODUCTION WORKER I	A18	<u>35.33</u> <u>30.34</u>	<u>36.13</u> <u>31.03</u>	<u>36.93</u> <u>31.72</u>	<u>37.76</u> <u>32.43</u>	<u>38.62</u> <u>33.17</u>	<u>39.48</u> <u>33.91</u>	<u>40.34</u> <u>34.66</u>	<u>41.30</u> <u>35.47</u>	<u>42.20</u> <u>36.25</u>	<u>43.15</u> <u>37.06</u>	<u>44.12</u> <u>37.89</u>	<u>45.13</u> <u>38.76</u>	<u>46.12</u> <u>39.61</u>
743	EQUIPMENT SERVICE WORKER	A18	<u>35.33</u> <u>30.34</u>	<u>36.13</u> <u>31.03</u>	<u>36.93</u> <u>31.72</u>	<u>37.76</u> <u>32.43</u>	<u>38.62</u> <u>33.17</u>	<u>39.48</u> <u>33.91</u>	<u>40.34</u> <u>34.66</u>	<u>41.30</u> <u>35.47</u>	<u>42.20</u> <u>36.25</u>	<u>43.15</u> <u>37.06</u>	<u>44.12</u> <u>37.89</u>	<u>45.13</u> <u>38.76</u>	<u>46.12</u> <u>39.61</u>
730	CUSTOMER SERVICE WORKER	A19	<u>36.67</u> <u>31.50</u>	<u>37.48</u> <u>32.19</u>	<u>38.32</u> <u>32.92</u>	<u>39.21</u> <u>33.68</u>	<u>40.05</u> <u>34.41</u>	<u>40.98</u> <u>35.19</u>	<u>41.92</u> <u>36.01</u>	<u>42.84</u> <u>36.80</u>	<u>43.82</u> <u>37.63</u>	<u>44.79</u> <u>38.47</u>	<u>45.80</u> <u>39.34</u>	<u>46.84</u> <u>40.23</u>	<u>47.87</u> <u>41.12</u>
740	MAINTENANCE WORKER II	A19	<u>36.67</u> <u>31.50</u>	<u>37.48</u> <u>32.19</u>	<u>38.32</u> <u>32.92</u>	<u>39.21</u> <u>33.68</u>	<u>40.05</u> <u>34.41</u>	<u>40.98</u> <u>35.19</u>	<u>41.92</u> <u>36.01</u>	<u>42.84</u> <u>36.80</u>	<u>43.82</u> <u>37.63</u>	<u>44.79</u> <u>38.47</u>	<u>45.80</u> <u>39.34</u>	<u>46.84</u> <u>40.23</u>	<u>47.87</u> <u>41.12</u>
<u>731</u>	<u>SIGN SHOP WORKER</u>	<u>A19</u>	<u>36.67</u> <u>31.50</u>	<u>37.48</u> <u>32.19</u>	<u>38.32</u> <u>32.92</u>	<u>39.21</u> <u>33.68</u>	<u>40.05</u> <u>34.41</u>	<u>40.98</u> <u>35.19</u>	<u>41.92</u> <u>36.01</u>	<u>42.84</u> <u>36.80</u>	<u>43.82</u> <u>37.63</u>	<u>44.79</u> <u>38.47</u>	<u>45.80</u> <u>39.34</u>	<u>46.84</u> <u>40.23</u>	<u>47.87</u> <u>41.12</u>
744	PLANT OPERATOR TRAINEE	A19	<u>36.67</u> <u>31.50</u>	<u>37.48</u> <u>32.19</u>	<u>38.32</u> <u>32.92</u>	<u>39.21</u> <u>33.68</u>	<u>40.05</u> <u>34.41</u>	<u>40.98</u> <u>35.19</u>	<u>41.92</u> <u>36.01</u>	<u>42.84</u> <u>36.80</u>	<u>43.82</u> <u>37.63</u>	<u>44.79</u> <u>38.47</u>	<u>45.80</u> <u>39.34</u>	<u>46.84</u> <u>40.23</u>	<u>47.87</u> <u>41.12</u>
746	ZOOKEEPER II	A19	<u>36.67</u> <u>31.50</u>	<u>37.48</u> <u>32.19</u>	<u>38.32</u> <u>32.92</u>	<u>39.21</u> <u>33.68</u>	<u>40.05</u> <u>34.41</u>	<u>40.98</u> <u>35.19</u>	<u>41.92</u> <u>36.01</u>	<u>42.84</u> <u>36.80</u>	<u>43.82</u> <u>37.63</u>	<u>44.79</u> <u>38.47</u>	<u>45.80</u> <u>39.34</u>	<u>46.84</u> <u>40.23</u>	<u>47.87</u> <u>41.12</u>
734	LAB TECHNICIAN II	A20	<u>38.17</u> <u>32.78</u>	<u>39.00</u> <u>33.50</u>	<u>39.89</u> <u>34.26</u>	<u>40.79</u> <u>35.03</u>	<u>41.67</u> <u>35.80</u>	<u>42.64</u> <u>36.62</u>	<u>43.59</u> <u>37.44</u>	<u>44.60</u> <u>38.30</u>	<u>45.60</u> <u>39.17</u>	<u>46.60</u> <u>40.03</u>	<u>47.65</u> <u>40.94</u>	<u>48.73</u> <u>41.86</u>	<u>49.82</u> <u>42.79</u>

750	WATER METER REPAIRER	A20	<u>38.17</u> <u>32.78</u>	<u>39.00</u> <u>33.50</u>	<u>39.89</u> <u>34.26</u>	<u>40.79</u> <u>35.03</u>	<u>41.67</u> <u>35.80</u>	<u>42.64</u> <u>36.62</u>	<u>43.59</u> <u>37.44</u>	<u>44.60</u> <u>38.30</u>	<u>45.60</u> <u>39.17</u>	<u>46.60</u> <u>40.03</u>	<u>47.65</u> <u>40.94</u>	<u>48.73</u> <u>41.86</u>	<u>49.82</u> <u>42.79</u>
755	PARKING METER REPAIRER II	A20	<u>38.17</u> <u>32.78</u>	<u>39.00</u> <u>33.50</u>	<u>39.89</u> <u>34.26</u>	<u>40.79</u> <u>35.03</u>	<u>41.67</u> <u>35.80</u>	<u>42.64</u> <u>36.62</u>	<u>43.59</u> <u>37.44</u>	<u>44.60</u> <u>38.30</u>	<u>45.60</u> <u>39.17</u>	<u>46.60</u> <u>40.03</u>	<u>47.65</u> <u>40.94</u>	<u>48.73</u> <u>41.86</u>	<u>49.82</u> <u>42.79</u>
745	PLANT OPERATOR I	A21	<u>39.66</u> <u>34.06</u>	<u>40.53</u> <u>34.81</u>	<u>41.43</u> <u>35.59</u>	<u>42.39</u> <u>36.41</u>	<u>43.32</u> <u>37.21</u>	<u>44.31</u> <u>38.06</u>	<u>45.30</u> <u>38.91</u>	<u>46.34</u> <u>39.81</u>	<u>47.35</u> <u>40.68</u>	<u>48.43</u> <u>41.60</u>	<u>49.52</u> <u>42.54</u>	<u>50.64</u> <u>43.50</u>	<u>51.75</u> <u>44.45</u>
758	WATER PRODUCTION WORKER II	A21	<u>39.66</u> <u>34.06</u>	<u>40.53</u> <u>34.81</u>	<u>41.43</u> <u>35.59</u>	<u>42.39</u> <u>36.41</u>	<u>43.32</u> <u>37.21</u>	<u>44.31</u> <u>38.06</u>	<u>45.30</u> <u>38.91</u>	<u>46.34</u> <u>39.81</u>	<u>47.35</u> <u>40.68</u>	<u>48.43</u> <u>41.60</u>	<u>49.52</u> <u>42.54</u>	<u>50.64</u> <u>43.50</u>	<u>51.75</u> <u>44.45</u>
760	MAINTENANCE WORKER III	A22	<u>41.18</u> <u>35.38</u>	<u>42.10</u> <u>36.15</u>	<u>43.04</u> <u>36.97</u>	<u>44.02</u> <u>37.81</u>	<u>45.01</u> <u>38.67</u>	<u>45.99</u> <u>39.50</u>	<u>47.03</u> <u>40.40</u>	<u>48.12</u> <u>41.33</u>	<u>49.18</u> <u>42.24</u>	<u>50.28</u> <u>43.19</u>	<u>51.43</u> <u>44.17</u>	<u>52.60</u> <u>45.18</u>	<u>53.77</u> <u>46.18</u>
780	EQUIPMENT TECHNICIAN	A22	<u>41.18</u> <u>35.38</u>	<u>42.10</u> <u>36.15</u>	<u>43.04</u> <u>36.97</u>	<u>44.02</u> <u>37.81</u>	<u>45.01</u> <u>38.67</u>	<u>45.99</u> <u>39.50</u>	<u>47.03</u> <u>40.40</u>	<u>48.12</u> <u>41.33</u>	<u>49.18</u> <u>42.24</u>	<u>50.28</u> <u>43.19</u>	<u>51.43</u> <u>44.17</u>	<u>52.60</u> <u>45.18</u>	<u>53.77</u> <u>46.18</u>
765	PLANT OPERATOR II	A23	<u>42.90</u> <u>36.84</u>	<u>43.85</u> <u>37.66</u>	<u>44.83</u> <u>38.51</u>	<u>45.85</u> <u>39.38</u>	<u>46.89</u> <u>40.28</u>	<u>47.92</u> <u>41.17</u>	<u>49.00</u> <u>42.10</u>	<u>50.13</u> <u>43.06</u>	<u>51.25</u> <u>44.02</u>	<u>52.42</u> <u>45.02</u>	<u>53.58</u> <u>46.02</u>	<u>54.79</u> <u>47.05</u>	<u>56.01</u> <u>48.12</u>
770	MAINTENANCE MECHANIC	A23	<u>42.90</u> <u>36.84</u>	<u>43.85</u> <u>37.66</u>	<u>44.83</u> <u>38.51</u>	<u>45.85</u> <u>39.38</u>	<u>46.89</u> <u>40.28</u>	<u>47.92</u> <u>41.17</u>	<u>49.00</u> <u>42.10</u>	<u>50.13</u> <u>43.06</u>	<u>51.25</u> <u>44.02</u>	<u>52.42</u> <u>45.02</u>	<u>53.58</u> <u>46.02</u>	<u>54.79</u> <u>47.05</u>	<u>56.01</u> <u>48.12</u>

B. A shift differential, as provided for in Article 13, Section B, is available to the above listed employees. Employees who work a regular second shift will receive an additional one dollar (\$1.00) per hour in addition to the above rates and employees assigned to work a regular third shift will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to the above rates

APPENDIX A

LABOR AGREEMENT WAGE SCHEDULE TIER 2 EMPLOYEES (hired after (*ratification date*))

CITY OF AURORA - LOCAL #1514/COUNCIL 31 A.F.S.C.M.E./AFL/CIO

CITY COUNCIL RESOLUTION NO. __ DATED __

- I. A. The following schedule of hourly base pay rates shall take effect retroactively to the first payroll paid on or after January 202~~8~~⁴, which represents an approximate ~~43.5~~^{43.5}% increase over the previous wage agreement.

Pos	Title	Pay Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
700	MAINTENANCE SERVICE WORKER	A13	30.28 25.88	30.92 26.43	31.61 27.02	32.33 27.63	33.06 28.26	33.82 28.91	34.59 29.57	35.35 30.21	36.17 30.91	36.96 31.60	37.80 32.32	38.65 33.04	39.52 33.78
701	SANITATION SERVICE WORKER	A13	30.28 25.88	30.92 26.43	31.61 27.02	32.33 27.63	33.06 28.26	33.82 28.91	34.59 29.57	35.35 30.21	36.17 30.91	36.96 31.60	37.80 32.32	38.65 33.04	39.52 33.78
705	WATER METER READER	A16	34.11 29.16	34.88 29.82	35.65 30.47	36.47 31.17	37.27 31.86	38.12 32.58	38.96 33.30	39.84 34.06	40.77 34.85	41.63 35.59	42.60 36.41	43.59 37.26	44.54 38.08
725	UTILITY SERVICE WORKER	A16	34.11 29.16	34.88 29.82	35.65 30.47	36.47 31.17	37.27 31.86	38.12 32.58	38.96 33.30	39.84 34.06	40.77 34.85	41.63 35.59	42.60 36.41	43.59 37.26	44.54 38.08
738	HORTICULTURIST I	A16	34.11 29.16	34.88 29.82	35.65 30.47	36.47 31.17	37.27 31.86	38.12 32.58	38.96 33.30	39.84 34.06	40.77 34.85	41.63 35.59	42.60 36.41	43.59 37.26	44.54 38.08
739	ZOOKEEPER I	A16	34.11 29.16	34.88 29.82	35.65 30.47	36.47 31.17	37.27 31.86	38.12 32.58	38.96 33.30	39.84 34.06	40.77 34.85	41.63 35.59	42.60 36.41	43.59 37.26	44.54 38.08

710	MAINTENANCE WORKER I	A17	<u>35.42</u> <u>30.28</u>	<u>36.21</u> <u>30.95</u>	<u>37.02</u> <u>31.64</u>	<u>37.86</u> <u>32.36</u>	<u>38.70</u> <u>33.08</u>	<u>39.58</u> <u>33.84</u>	<u>40.47</u> <u>34.59</u>	<u>41.40</u> <u>35.39</u>	<u>42.34</u> <u>36.18</u>	<u>43.25</u> <u>36.97</u>	<u>44.24</u> <u>37.82</u>	<u>45.23</u> <u>38.66</u>	<u>46.25</u> <u>39.54</u>
707	LAB TECHNICIAN I	A18	<u>36.74</u> <u>31.40</u>	<u>37.58</u> <u>32.12</u>	<u>38.41</u> <u>32.83</u>	<u>39.27</u> <u>33.57</u>	<u>40.16</u> <u>34.33</u>	<u>41.06</u> <u>35.10</u>	<u>41.95</u> <u>35.87</u>	<u>42.95</u> <u>36.71</u>	<u>43.89</u> <u>37.52</u>	<u>44.88</u> <u>38.36</u>	<u>45.88</u> <u>39.22</u>	<u>46.94</u> <u>40.12</u>	<u>47.96</u> <u>41.00</u>
735	PARKING METER REPAIRER	A18	<u>36.74</u> <u>31.40</u>	<u>37.58</u> <u>32.12</u>	<u>38.41</u> <u>32.83</u>	<u>39.27</u> <u>33.57</u>	<u>40.16</u> <u>34.33</u>	<u>41.06</u> <u>35.10</u>	<u>41.95</u> <u>35.87</u>	<u>42.95</u> <u>36.71</u>	<u>43.89</u> <u>37.52</u>	<u>44.88</u> <u>38.36</u>	<u>45.88</u> <u>39.22</u>	<u>46.94</u> <u>40.12</u>	<u>47.96</u> <u>41.00</u>
736	HORTICULTURIST II	A18	<u>36.74</u> <u>31.40</u>	<u>37.58</u> <u>32.12</u>	<u>38.41</u> <u>32.83</u>	<u>39.27</u> <u>33.57</u>	<u>40.16</u> <u>34.33</u>	<u>41.06</u> <u>35.10</u>	<u>41.95</u> <u>35.87</u>	<u>42.95</u> <u>36.71</u>	<u>43.89</u> <u>37.52</u>	<u>44.88</u> <u>38.36</u>	<u>45.88</u> <u>39.22</u>	<u>46.94</u> <u>40.12</u>	<u>47.96</u> <u>41.00</u>
737	WATER PRODUCTION WORKER I	A18	<u>36.74</u> <u>31.40</u>	<u>37.58</u> <u>32.12</u>	<u>38.41</u> <u>32.83</u>	<u>39.27</u> <u>33.57</u>	<u>40.16</u> <u>34.33</u>	<u>41.06</u> <u>35.10</u>	<u>41.95</u> <u>35.87</u>	<u>42.95</u> <u>36.71</u>	<u>43.89</u> <u>37.52</u>	<u>44.88</u> <u>38.36</u>	<u>45.88</u> <u>39.22</u>	<u>46.94</u> <u>40.12</u>	<u>47.96</u> <u>41.00</u>
743	EQUIPMENT SERVICE WORKER	A18	<u>36.74</u> <u>31.40</u>	<u>37.58</u> <u>32.12</u>	<u>38.41</u> <u>32.83</u>	<u>39.27</u> <u>33.57</u>	<u>40.16</u> <u>34.33</u>	<u>41.06</u> <u>35.10</u>	<u>41.95</u> <u>35.87</u>	<u>42.95</u> <u>36.71</u>	<u>43.89</u> <u>37.52</u>	<u>44.88</u> <u>38.36</u>	<u>45.88</u> <u>39.22</u>	<u>46.94</u> <u>40.12</u>	<u>47.96</u> <u>41.00</u>
730	CUSTOMER SERVICE WORKER	A19	<u>38.14</u> <u>32.60</u>	<u>38.98</u> <u>33.32</u>	<u>39.85</u> <u>34.07</u>	<u>40.78</u> <u>34.86</u>	<u>41.65</u> <u>35.61</u>	<u>42.62</u> <u>36.42</u>	<u>43.60</u> <u>37.27</u>	<u>44.55</u> <u>38.09</u>	<u>45.57</u> <u>38.95</u>	<u>46.58</u> <u>39.82</u>	<u>47.63</u> <u>40.72</u>	<u>48.71</u> <u>41.64</u>	<u>49.78</u> <u>42.56</u>
740	MAINTENANCE WORKER II	A19	<u>38.14</u> <u>32.60</u>	<u>38.98</u> <u>33.32</u>	<u>39.85</u> <u>34.07</u>	<u>40.78</u> <u>34.86</u>	<u>41.65</u> <u>35.61</u>	<u>42.62</u> <u>36.42</u>	<u>43.60</u> <u>37.27</u>	<u>44.55</u> <u>38.09</u>	<u>45.57</u> <u>38.95</u>	<u>46.58</u> <u>39.82</u>	<u>47.63</u> <u>40.72</u>	<u>48.71</u> <u>41.64</u>	<u>49.78</u> <u>42.56</u>
<u>731</u>	<u>SIGN SHOP WORKER</u>	<u>A19</u>	<u>38.14</u>	<u>38.98</u>	<u>39.85</u>	<u>40.78</u>	<u>41.65</u>	<u>42.62</u>	<u>43.60</u>	<u>44.55</u>	<u>45.57</u>	<u>46.58</u>	<u>47.63</u>	<u>48.71</u>	<u>49.78</u>
744	PLANT OPERATOR TRAINEE	A19	<u>38.14</u> <u>32.60</u>	<u>38.98</u> <u>33.32</u>	<u>39.85</u> <u>34.07</u>	<u>40.78</u> <u>34.86</u>	<u>41.65</u> <u>35.61</u>	<u>42.62</u> <u>36.42</u>	<u>43.60</u> <u>37.27</u>	<u>44.55</u> <u>38.09</u>	<u>45.57</u> <u>38.95</u>	<u>46.58</u> <u>39.82</u>	<u>47.63</u> <u>40.72</u>	<u>48.71</u> <u>41.64</u>	<u>49.78</u> <u>42.56</u>
746	ZOOKEEPER II	A19	<u>38.14</u> <u>32.60</u>	<u>38.98</u> <u>33.32</u>	<u>39.85</u> <u>34.07</u>	<u>40.78</u> <u>34.86</u>	<u>41.65</u> <u>35.61</u>	<u>42.62</u> <u>36.42</u>	<u>43.60</u> <u>37.27</u>	<u>44.55</u> <u>38.09</u>	<u>45.57</u> <u>38.95</u>	<u>46.58</u> <u>39.82</u>	<u>47.63</u> <u>40.72</u>	<u>48.71</u> <u>41.64</u>	<u>49.78</u> <u>42.56</u>
734	LAB TECHNICIAN II	A20	<u>39.70</u> <u>33.93</u>	<u>40.56</u> <u>34.67</u>	<u>41.49</u> <u>35.46</u>	<u>42.42</u> <u>36.26</u>	<u>43.34</u> <u>37.05</u>	<u>44.35</u> <u>37.90</u>	<u>45.33</u> <u>38.75</u>	<u>46.38</u> <u>39.64</u>	<u>47.42</u> <u>40.54</u>	<u>48.46</u> <u>41.43</u>	<u>49.56</u> <u>42.37</u>	<u>50.68</u> <u>43.33</u>	<u>51.81</u> <u>44.29</u>

750	WATER METER REPAIRER	A20	<u>39.70</u> 33.93	<u>40.56</u> 34.67	<u>41.49</u> 35.46	<u>42.42</u> 36.26	<u>43.34</u> 37.05	<u>44.35</u> 37.90	<u>45.33</u> 38.75	<u>46.38</u> 39.64	<u>47.42</u> 40.54	<u>48.46</u> 41.43	<u>49.56</u> 42.37	<u>50.68</u> 43.33	<u>51.81</u> 44.29
755	PARKING METER REPAIRER II	A20	<u>39.70</u> 33.93	<u>40.56</u> 34.67	<u>41.49</u> 35.46	<u>42.42</u> 36.26	<u>43.34</u> 37.05	<u>44.35</u> 37.90	<u>45.33</u> 38.75	<u>46.38</u> 39.64	<u>47.42</u> 40.54	<u>48.46</u> 41.43	<u>49.56</u> 42.37	<u>50.68</u> 43.33	<u>51.81</u> 44.29
745	PLANT OPERATOR I	A21	<u>41.25</u> 35.25	<u>42.15</u> 36.03	<u>43.09</u> 36.84	<u>44.09</u> 37.68	<u>45.05</u> 38.51	<u>46.08</u> 39.39	<u>47.11</u> 40.27	<u>48.19</u> 41.20	<u>49.24</u> 42.10	<u>50.37</u> 43.06	<u>51.50</u> 44.03	<u>52.67</u> 45.02	<u>53.82</u> 46.01
758	WATER PRODUCTION WORKER II	A21	<u>41.25</u> 35.25	<u>42.15</u> 36.03	<u>43.09</u> 36.84	<u>44.09</u> 37.68	<u>45.05</u> 38.51	<u>46.08</u> 39.39	<u>47.11</u> 40.27	<u>48.19</u> 41.20	<u>49.24</u> 42.10	<u>50.37</u> 43.06	<u>51.50</u> 44.03	<u>52.67</u> 45.02	<u>53.82</u> 46.01
760	MAINTENANCE WORKER III	A22	<u>42.83</u> 36.62	<u>43.78</u> 37.42	<u>44.76</u> 38.26	<u>45.78</u> 39.13	<u>46.81</u> 40.02	<u>47.83</u> 40.88	<u>48.91</u> 41.81	<u>50.04</u> 42.78	<u>51.15</u> 43.72	<u>52.29</u> 44.70	<u>53.49</u> 45.72	<u>54.70</u> 46.76	<u>55.92</u> 47.80
780	EQUIPMENT TECHNICIAN	A22	<u>42.83</u> 36.62	<u>43.78</u> 37.42	<u>44.76</u> 38.26	<u>45.78</u> 39.13	<u>46.81</u> 40.02	<u>47.83</u> 40.88	<u>48.91</u> 41.81	<u>50.04</u> 42.78	<u>51.15</u> 43.72	<u>52.29</u> 44.70	<u>53.49</u> 45.72	<u>54.70</u> 46.76	<u>55.92</u> 47.80
765	PLANT OPERATOR II	A23	<u>44.62</u> 38.13	<u>45.60</u> 38.98	<u>46.62</u> 39.86	<u>47.68</u> 40.76	<u>48.77</u> 41.69	<u>49.84</u> 42.61	<u>50.96</u> 43.57	<u>52.14</u> 44.57	<u>53.30</u> 45.56	<u>54.52</u> 46.60	<u>55.72</u> 47.63	<u>56.98</u> 48.70	<u>58.25</u> 49.80
770	MAINTENANCE MECHANIC	A23	<u>44.62</u> 38.13	<u>45.60</u> 38.98	<u>46.62</u> 39.86	<u>47.68</u> 40.76	<u>48.77</u> 41.69	<u>49.84</u> 42.61	<u>50.96</u> 43.57	<u>52.14</u> 44.57	<u>53.30</u> 45.56	<u>54.52</u> 46.60	<u>55.72</u> 47.63	<u>56.98</u> 48.70	<u>58.25</u> 49.80

B. A shift differential, as provided for in Article 13, Section B, is available to the above listed employees. Employees who work a regular second shift will receive an additional one dollar (\$1.00) per hour in addition to the above rates and employees assigned to work a regular third shift will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to the above rates

APPENDIX B

Pay Steps and Promotion

1. Pay Steps

A. Existing employees grandfathered on current seven step (7) schedule so long as they remain in the position they held as of ratification of the contract.

The step increases from 1 through 7 in the preceding schedules of Appendix A shall be applied in accordance with Article 13, Section D, hereof, and shall be based upon the following periods of service:

- | | |
|------------|--|
| Step 1: | Beginning rate at date of hire. +** |
| Step 2: | After six (6) months of service in the position. |
| Step 3: | After twelve (12) months of service in the position. |
| Step 4: | After each additional twelve (12) months of service in the position. |
| Through 7: | |
- + Unless promoted to Step 2 in which case the employee moves to Step 4 after one (1) year in promoted position.
- ** The Employer may hire an individual, in accordance with the normal bidding practices in one of the following positions at a rate higher than Step 1 if the individual has the certifications required by the position and the required years of experience. The Employer, however, will not hire an individual at a rate any higher than one step below the lowest current employee in the same position.

Positions

Plant Operator I
Plant Operator II
Lab Technician I
Lab Technician II

The new rates determined by said step increases shall take effect at the beginning of the payroll period during which the required period of creditable service is completed.

B. New Hire 13 Pay Steps- New pay schedule of 13 steps (steps at 2.25%) for new hires after contract ratification.

- | | |
|-------------|--|
| Step 1: | Beginning rate at date of hire. + ** |
| Step 2: | After six (6) months of service in the position |
| Step 3: | After twelve (12) months of service in the position |
| Step 4: | After each additional twelve (12) months of service in the position. |
| Through 13: | |
- + Unless promoted to Step 2 in which case the employee moves to Step 4 after one (1) year in promoted position.

** The Employer may hire an individual, in accordance with the normal bidding practices in one of the following positions at a rate higher than Step 1 if the individual has the certifications required by the position and the required years of experience. The Employer, however, will not hire an individual at a rate any higher than one step below the lowest current employee in the same position.

Positions

Plant Operator I
Plant Operator II
Lab Technician I
Lab Technician II

The new rates determined by said step increases shall take effect at the beginning of the payroll period during which the required period of creditable service is completed.

2. Promotion

For employees hired prior to a contract ratification, on a one-time basis at their next promotion, employees will receive a two-step increase in salary on the 13 step pay schedule.

The parties hereto mutually acknowledge that when an employee is promoted to a position in a higher pay grade, the employee's salary shall be increased to the minimum rate for the higher grade. In the case of overlapping pay steps and the employee to be promoted is at or above the minimum step of the pay grade to which promoted, the promoted employee's salary shall be increased to the dollar step in the new salary grade which represents at least a full step increase in salary. Provided further, movement through the steps shall be in accordance with Section I above and new job date shall be used for incremental purposes.

FOR LOCAL 1514, COUNCIL 31,

FOR THE CITY OF AURORA:

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES AFL/CIO:

Mayor

City Clerk

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES AFL/CIO:

Staff Representative

Date Executed

Appendix C

DRUG AND ALCOHOL TESTING POLICY

Section A. 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 or applicant for employment may be tested, in order that the Employer may maintain a drug/alcohol free workplace and comply with applicable state, and federal law(s).

Section B. Definitions

1. **“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 (21 U.S.C §812) and as further defined and revised in federal regulations at 21 C.F.R Part 1308, in particular §§1308.11-1308.15, and 21 CFR Parts 1300.01 and 1310), 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. In addition, it includes “designer drugs” which may not be listed in the Controlled Substances Act, but which have adverse effects on perception, judgment, memory or coordination. Drugs covered by this Policy, include, but are not necessarily limited to the following:

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

2. **“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, in the case of alcohol is presumed pursuant to Section G hereof, incapacity for duty shall be presumed.

3. 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 has not been submitted as provided in this Policy, along with a listing of known side effects.
4. 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.
5. 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 G can be detected via breath, or urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.
6. “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, breath alcohol drug or drug metabolite concentrations at or above the concentration levels specified in Sections F and G.
7. “On Duty”/“Workday” shall mean during normal working hours and includes “on call” and “standby” duty times, as well as overtime duty hours.

Section C. Prohibitions. Employees shall be prohibited from:

1. Consuming or possessing illegal drugs or cannabis/THC 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 or other location at which the Employee is to perform work.
2. Possessing, using, selling, purchasing or delivering any illegal drug or cannabis/THC during the workday. (The employer and the union agree that neither party condones the off duty possession, use, sale, purchase or delivery of any illegal drug by an employee and further agree that the employer may discipline any employee who engages in such conduct, in accordance with the provisions of Articles 14 and 15 of the Labor Agreement.)
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 G can be detected as provided in Section B (5) or as otherwise prohibited pursuant to applicable state and federal law(s).

4. Operating a commercial motor vehicle within four (4) hours after using alcohol or, when the Employee's motor senses, sight, hearing, balance, reaction, reflexes, or judgment are or may be presumed affected by drugs or alcohol.
5. 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 required to provide such notice to their Department Head if such prescription drug might cause impairment while on duty.
6. Employees will not be disciplined until determined guilty if accused or charged with possession, use or sale of an illegal substance off duty only.

Violation of these prohibitions will result in progressive disciplinary action, as hereinafter set forth.

Section D. The Administration of Tests

1. Informing Applicants and Employees Regarding Drug and Alcohol Testing

All employees and applicants for employment will be fully informed, in writing, of the Employer's drug and alcohol testing policy. Applicants for employment may undergo drug testing as part of the pre-hiring process. A clean drug test may be required before an offer of employment is extended. 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 this information on their initial date of hire. No employee shall be tested unless this information has been provided to him/her.

2. When a Test May be Compelled

Random drug/alcohol testing of employees who hold a commercial driver's license shall be accomplished only in compliance with applicable state and federal law(s). Where a Supervisor has reasonable suspicion as defined herein, an 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, pre-dated prescription, at which time the determination shall be made whether the test shall continue. Such production must occur at the time the testing order is given. The Human Resources Director or designee must confirm the reasonable suspicion of drug or alcohol abuse. The Union shall be notified, and the Employer shall inform the employee of his/her right to consult with a Union representative before submitting to the test. 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. The Union shall designate a list of alternative Union officers or members to be notified.

3. Reasonable Suspicion Standard

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

- a) 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
- b) Information provided by an identifiable, reliable, and credible source which can be independently corroborated.

4. Order to Submit to Testing

When an employee is ordered to submit to testing, the Employer shall provide the employee and the Union with a written notice of the order as soon as reasonably possible. Such written notice shall be given not later than twenty-four (24) hours following the order for a random test, and not later than eight (8) hours for all other testing. The written notice shall set forth all of the objective facts and reasons for the order to test. The employee shall be allowed to consult with a representative of the Union at the time the order is given. Every employee subject to post-accident testing shall remain readily available for such testing or be deemed to have refused the 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. Employees shall provide a sufficient sample of the pertinent material for testing purposes, or unless medically unable, shall be deemed to have refused to test and therefore be subject to discipline up to and including discharge.

Section E. Conduct of Tests. In conducting the testing herein specified, the Employer shall:

1. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that is accredited DHHS OR SAMHSA.
2. 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.
3. 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 four (4) business days of receiving notification of positive test results.

4. 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). 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 the Union shall not use such information in any manner or forum adverse to the employee's interest, except as otherwise required in compliance with applicable State and Federal law.
5. 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.
6. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
7. Ensure that no employee is subject to any adverse employment action except temporary reassignment or leave with pay during the pendency of any testing procedure. Any such reassignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files except as otherwise required to be maintained and/or disclosed in compliance with applicable state and federal law(s);
8. The testing, results and circumstances requiring the testing are confidential and will be held in the highest degree of confidence, to be disclosed only in compliance with applicable state and federal laws.

Section F. Drug Testing Standards

1. Initial Screening Test Standards

- A. The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are positive for the following ten (10) drugs/classes of drugs:

Initial Test Level

Amphetamines	500	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Cocaine metabolites	150	ng/ml
Marijuana metabolites/THC	50	ng/ml
Methadone	300	ng/ml

Methaqualone	300	ng/ml
Opiate metabolites	2000	ng/ml
Phencyclidine	25	ng/ml
Propoxyphene	300	ng/ml

- B. The following initial immunoassay test cutoff levels shall be used when screening specimens for random drug testing for CDL holders to determine whether they are positive for the following five (5) drug/classes of drugs:

Initial Test Level

Amphetamines	500	ng/ml
Cocaine	150	ng/ml
Marijuana/THC	50	ng/ml
Opiate	2000	ng/ml
Phencyclidine	25	ng/ml

2. Confirmatory Test Standard

- A. All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis.

Confirmatory Test Level

Amphetamine	250	ng/ml
Barbiturates	200	ng/ml
Benzodiazepines	200	ng/ml
Cocaine metabolites	100	ng/ml
Marijuana metabolites/THC	15	ng/ml
Methadone	200	ng/ml
Methaqualone	200	ng/ml
Opiates	2000	ng/ml
Phencyclidine	25	ng/ml
Propoxyphene	200	ng/ml

- B. All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cut off levels listed below for random drug testing of CDL holders. All confirmations shall be made by quantitative analysis.

Confirmatory Test Level

Amphetamines	250	ng/ml
Cocaine	100	ng/ml
Marijuana/THC	15	ng/ml
Opiates	2000	ng/ml
Phencyclidine	25	ng/ml

3. Changes in Test Standards

The cutoff levels may be amended during the term of this agreement, based on newly adopted-DHHS/SAMSHA screening and confirmatory standards. The City agrees to notify the Union President in writing of any changes to cutoff levels.

Section G. Alcohol Test Standards. Impairment due to alcohol use/abuse shall be presumed upon a breath alcohol content of .02 or more. No employee shall be allowed to drive a city vehicle upon a breath alcohol concentration of 0.02 or greater.

Section H. 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 Employer'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 or otherwise re-assign job duties as necessary and as available. 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 C3 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. Employees who hold a commercial driver's license shall be subject, however, to a Substance Abuse Professional evaluation and return-to-duty drug/alcohol testing prior to any such return-to-work in compliance with state and federal law(s).

Section I. Discipline. All discipline in situations involving a positive test shall be administered as specified herein:

1. First Positive

In the first instance that an employee tests positive for drugs or if found to meet or exceed the breath alcohol level specified in Section G, the employee may be subject to a suspension not to exceed twenty (20) calendar days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

- a. Undergo appropriate treatment as determined by the physician(s) involved;
- b. Discontinue use of drugs or abuse of alcohol;
- c. Complete the course of treatment prescribed, possibly including an "after-care" group, for a period of up to twelve months;
- d. Employees who hold a commercial driver's license shall submit to random testing during working hours for a period of at least twelve (12) months. Such testing shall occur a minimum of six (6) times during such time period. Non-commercial driver's license holders shall submit to random testing during working hours for a period of up to twelve (12) months. Such testing shall not occur more than six (6) times during such time period;
- e. On a one time basis, in the event an employee is subjected to a random test, and there is a confirmed breath alcohol level between .02 and .0399, there shall be no discipline imposed for the first such result, provided the employee agrees to a counseling program as determined by the City. If the employee does not have a confirmed drug or alcohol result for a period of two (2) years from the date the employee has completed the counseling program, the violation shall be expunged.

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 or Subsequent Positive

Employees who test positive for the presence of drugs or alcohol a second or subsequent time during the course of their employ with the Employer shall be subject to discipline up to and including discharge.

3. Expungement of Record

An employee shall have his/her record expunged of any record of positive tests if after a period of five (5) years from a positive test, no subsequent positive test occurs, except as

such records may be otherwise required to be maintained pursuant to state and federal law(s).

Section J. 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 K. Duty Assignment. If the nature of the EAP or treatment program allows the employee to continue to work during treatment, the Employer may reassign the Employee to other duties as available or place the Employee on leave of absence. If an employee participates in an in-patient program, which precludes continued employment, the employee shall be granted 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 sick leave or disability benefits, or other accrued paid leave 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 L. Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the person tested, the Department Head, Chief Administrative Service Officer, the Human Resources Director, the Mayor and such other officials who are required to be notified by law. 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 litigations or to comply with applicable state and federal law(s). All records in this regard will be kept and maintained in the office of the Human Resources Director or designee. If the employee consents in writing, test results will be disclosed to the employee's Union President or designee.

Section M. Right to Contest. The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any discipline or testing permitted by this Agreement.

Section N. Indemnification. The employer agrees to hold the Union harmless and to bear reasonable expenses incurred by the Union in defending litigation arising solely out of the employer's activities in carrying out the drug/alcohol-testing program.

Letter of Understanding

**THE CITY OF AURORA
(a.k.a: The Employer)
&
AFSCME LOCAL 1514**

**RE:
Parks Operations and Maintenance Only**

Between June 1st and August 31st , a minimum of one qualified bargaining unit employee in Parks Operations and Maintenance will be on call during week-end hours on a rotating basis for purposes of assisting MSW's or seasonal employees. In all other instances, the overtime call-in list and procedure will be utilized. In addition, per past practice, MSW's will not operate tractors, end loaders, forklifts, skidsters, bucket trucks or garbage trucks that are normally operated by higher classification bargaining unit employees. (This does not apply to Zoo and Golf Course divisions.)

For the City of Aurora_____

For AFSCME Council 31 Local 1514_____

DATE _____