

City of Aurora

Executive Pay Plan

2018

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ARTICLE I

General Provisions

SECTION A. Application and Interpretation

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

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

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

SECTION B. Definitions

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

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

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

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

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

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

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

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

Full Time – employees who are normally scheduled to work thirty-five (35) hours or more per week.

Part Time – employees who are normally scheduled to work at least twenty (20) hours per week, but less than thirty-five (35) hours per week.

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

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

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

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

SECTION C. Conversion of Base Annual Salary Rates

For purposes of converting a base annual salary to an amount applicable for one pay period, divide the base annual salary by twenty-six (26).

For purposes of converting a base annual salary to an hourly rate, divide the base annual salary by two thousand eighty (2,080).

SECTION D. Increases in Pay

All employees in Executive positions will be subject to annual performance appraisals.

1. Scheduled step increases will occur in 2016, pursuant to Exhibit B attached. Some pay grades may be subject to review and market analysis before implementation of the step increase.
2. Promotion -- Upon promotion, an employee shall be advanced to the lowest step in the new salary grade, which represents at least a full step increase in the former grade,

unless otherwise authorized by the appointing authority and consent of the Director of Human Resources. Such an increase shall become effective at the beginning of the payroll period during which such promotion occurs. Said effective date shall be the new creditable service date. When being promoted from the Non-Exempt Service to the Executive Service all accrued unused sick time earned while in the Non-exempt pay plan will be paid out in full at the Non-exempt rate of pay; sick time will be prorated for the remaining time for the current year; and any comp time earned will be paid out at the Non-exempt rate of pay.

3. **Upward Reallocation** -- If a position is assigned to a higher salary grade, the employee occupying the position shall be placed in the new grade, which represents the same or an increase in pay. The appointing authority and consent of the Director of Human Resources shall make determination of step placement in an upward reallocation. Such an increase shall become effective at the beginning of the payroll period during which said reallocation occurs. Creditable service date shall not be changed.

4. **Corrective adjustment** -- An employee may receive an upward adjustment in his/her base salary for the purpose of correcting a previous error or oversight.

SECTION E. Decreases in Pay

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

1. **Demotion for Cause or Voluntarily** -- Upon demotion, the employee's base salary shall be reduced to the step of the lower grade deemed appropriate by the appointing authority with the consent of the Director of Human Resources.

2. **Downward Reallocation** -- If a position is assigned to a lower salary grade, the employee's base salary shall be reduced to the final step of the lower grade if the current base is in excess thereof, or to the step in the lower salary grade which is closest to the current base salary unless otherwise determined by the appointing authority and consent of the Director of Human Resources.

3. **Corrective Adjustment** -- An employee may receive a downward adjustment in his/her base salary for the purpose of correcting a previous error or oversight.

SECTION F. Transfer

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

SECTION G. Payroll Records

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

ARTICLE II

EXECUTIVE SERVICE

SECTION A. Schedule of Position Grades

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

SECTION B. Schedule of Salary Grades

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

ARTICLE III

BENEFITS

SECTION A. General Provisions

All benefits adopted hereunder are unilaterally granted by the City as voluntary benefits to qualifying employees and shall remain in effect as herein provided only until such further action of the City Council shall amend or abolish same. Benefits provided hereunder shall be granted to employees listed in Article II, unless otherwise specifically modified. No property rights, employment contracts, or other contractual rights shall vest in any employee by the terms of said Plan or as a result of the adoption of this Plan. Provided, however, that upon separation from employment, qualifying employees shall be entitled only to the payment of benefits in accordance with the terms of any said Plan in effect at such time of separation. The health insurance plan in effect when this Plan is ratified shall be continued for Executive employees during the term of this Plan; provided, however, the City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee health insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.). Nothing in this Plan shall prevent the City from offering employees an alternative medical insurance plan with varying levels of benefits, deductibles and co-pays.

The Police/Fire Chief and Deputy Chief of Police/Fire shall be entitled to all of the benefits provided in the Executive Service Pay Plan, except the payout of sick leave.

SECTION B. Health Insurance

1. Employee Coverage

The City presently has in force a complete group hospitalization insurance program (OAP), a Health Maintenance Organization (HMO) program and a High Deductible Health Plan/Health Savings Plan (HDHP/HSA), for eligible employees and their dependents. Benefits are effective the first day of the month following commencement of employment for those eligible employees selecting coverage. Eligible employees will have thirty-one (31) days from the commencement of employment to elect coverage. Eligible employees who do not select coverage within the designated thirty-one (31) day period will be barred from electing coverage until the next annual open enrollment period, unless dictated by law. In addition, employees having made an election regarding coverage shall be bound by their election until the next annual open enrollment period, unless dictated by law. (See the Summary Plan Description for further details.)

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

2. Premiums

a. Group Health

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

Commencing with payroll # 1 eligible employees in the Executive Service will be required to pay the category chosen (listed below) percentage of their gross annual earnings toward the premium for health insurance coverage, which rate and percentage may be amended from time to time. Such premium amounts are to be payable each pay period.

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

Employee	12.75% of Prevailing Premium
Employee + Child	12.75% of Prevailing Premium
Employee + Spouse	12.75% of Prevailing Premium
Employee + Family	10% of Prevailing Premium

b. HMO

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

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

Employee	10% of Prevailing Premium
Employee + Child	10% of Prevailing Premium
Employee + Spouse	10% of Prevailing Premium
Employee + Family	10% of Prevailing Premium

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

The individual deductible will be \$2,500, first individual in a family deductible will be \$2,600 and family deductible will be \$5,000.

Employees that elect to participate in a HDHP and open a HSA will receive a City Contribution in the amount equal to 40% of the health insurance cost savings, if any, achieved by virtue of employee participation in the HDHP (City-wide) in the prior plan year as determined by the plan administrator. The amount contributed to the employee's HSA in any given year will not fall outside of the following minimum and maximum ranges:

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

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

d. Opt Out

The City will permit any or all employees who are currently enrolled in any the City health insurance, ~~HDHP or HMO Medical Plan~~ to opt out, during open enrollment or in the event of a life change, ~~of the City Plan, HDHP or HMO insurance plan~~, provided such employee provides proof of other health insurance within the applicable timeframe at the time of opt out. During each full calendar month an employee is not covered by a City ~~/HDHP/HMO insurance~~ health insurance plan, the City will pay such employee the amount of ~~\$200~~ \$250 per month. Any employee who opts out may apply to re-enroll at the next

annual open enrollment period no less than two years from the opt out date or in the event of a life change within the applicable timeframe, pursuant to the City health insurance plan.

3. Dental

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

4. Cafeteria Plan

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

5. Unpaid Leaves

Employees on a personal, unpaid leave of absence for a period of more than thirty (30) days shall, prior to the leave and in writing to and with the approval of the Human Resources Department, employees must elect to continue their insurance at the normal contribution rate to be paid monthly by invoice, suspend payment until they return from leave or have their insurance coverage completely cease during the leave of absence. The request is subject to the approval of the Director of Human Resources.

6. Disabled Employee Coverage

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

7. Continued Health Coverage under COBRA

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

8. Compliance with Health Care Legislation.

Nothing herein shall limit the right of the City to unilaterally make any and all changes it deems necessary in its sole discretion to insure the insurance it provides pursuant to this Plan complies with the Affordable Care Act, and other state, federal or local insurance and/or health care reform legislation, to avoid being subject to fees (including but not

limited to the employer shared responsibility assessable payment), fines, taxes or penalties, including, but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange; or to avoid the coverage being subject to “Cadillac” taxes (a.k.a. the excise tax on high cost employer-sponsored health coverage).

SECTION C. Retiree Health Insurance

1. Retired Employee Coverage

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

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

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

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

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

Such premiums may be adjusted from time to time; and such dental premium at one hundred percent (100%) of the prevailing rate, which the rate may be amended from time to time. Failure to pay said premiums will result in termination of coverage.

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

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

2. Retiree Supplemental Coverage

Retirees and their spouses who are currently covered by the City's group health plan and who reach Medicare eligibility shall be eligible for supplemental group health insurance coverage, as indicate in Sec. C1.

Such premiums may be adjusted from time to time. Failure to pay said premiums will result in termination of coverage.

Retirees and their spouses who are currently covered by the City's dental plan shall be eligible to continue dental coverage at one hundred percent (100%) of the prevailing rate, which rate may be amended from time to time.

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

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

3. General Information

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

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

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

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

Retiree rates for employees hired on or after January 1, 2014 are as follows:
Those retiring with twenty (20) or more years of City service credit will pay seventy five percent (75%) of the prevailing premium in retirement, as adjusted from time to time.

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

Retiree rates for employees hired on or after January 1, 2010 are as follows:
Those retiring with twenty (20) or more years of City service credit will pay forty percent (40%) of the prevailing premium in retirement, as adjusted from time to time.

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

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

SECTION D. Time Off

All full- time Executives are required to schedule and take a minimum of forty (40) hours of vacation time each year. Part- time employees minimum vacation time is based on the calculation of pro-rata hours scheduled per week.

All unused paid time off in excess of forty (40) hours or the pro-rata scheduled amount for part-time employees, as of December 31st, shall be paid at the straight time rate on or before the first payroll period in February of the following year.

1. Vacations

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

SERVICE REQUIREMENTS*	VACATION PERIOD
1 year through 4 years	80 hours per year
Beginning 5 years through 9 years	120 hours per year
Beginning 10 years through 16 years	168 hours per year
Beginning 17 years and thereafter	200 hours per year

An employee shall be allowed two (2) weeks of vacation during the calendar year in which he/she completes his/her first (1st) year of employment. Furthermore, an employee shall be permitted to take three (3) weeks' vacation during the calendar year in which he/she begins his/her fifth (5th) year of employment; four (4) weeks' vacation during the calendar

year in which he/she begins his/her tenth (10th) year of employment, and five (5) weeks of vacation during the calendar year in which he/she begins his/her seventeenth (17th) year of employment.

Vacations shall be accrued at a rate of one twelfth for every calendar month of service. Vacations may be scheduled and taken at any time during the calendar year with advance approval, in writing, from the department/division head; provided, however that if an employee terminates for any reason after having taken more vacation time than they have accrued, his/her final check shall be reduced pro rata. Likewise, vacation which has been accrued but unused shall be paid pro rata upon termination. Vacation may not be used to extend employment.

Upon approval of vacation, written documentation shall be forwarded to the Human Resources Department. Vacation periods should be scheduled and taken in forty (40) hour increments or the pro-rata amount for part-time employees, but in no event less than two (2) hour increments.

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

Part-Time Employee Vacation

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

*The City reserves the right to decrease service requirements in order to facilitate acquisition of needed personnel. Any change to such requirements is at the sole discretion of the Mayor.

Vacation Buy Back

Executive Service employees may request any amount of time to be paid at straight time in lieu of time off. Provided, however, all written requests for payment of vacation must be made to the Finance Department at least two weeks in advance of date of payment. Written documentation of the buy-back shall be forwarded to the Human Resources Department. Any unused vacation as of December 31st will be paid at the straight time, hourly rate on or before the first payroll period paid in February of the following year.

2. Holidays

a. Designated Holidays

Full-time employees shall be allowed fifteen and one half (15.5) holidays per year; nine (9) of which shall be designated and established by resolution of the City Council.

The designated holidays are as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	½ day Christmas Eve
Labor Day	Christmas Day
Veteran's Day	½ day New Year's Eve

Part-time employees shall be entitled to holiday pay pro-rata based upon their scheduled number of hours in a regular pay period.

b. Floating Holidays

The balance of six (6) days shall be deemed "floating holidays", which shall accrue at a rate of two (2) hours per pay period. Floating holidays may be scheduled and taken at any time during the calendar year with advance approval, in writing, from the department/division head; provided, however if an employee terminates for any reason after having taken more floating holidays than have accrued, his/her final check shall be reduced pro rata. Likewise, floating holidays accrued but unused shall be paid pro rata upon termination. Floating holidays may not be used to extend employment.

Floating holidays must be taken in no less than two (2) hour increments and shall not be carried over after December 31st of any calendar year. All unused floating holidays as of December 31st shall be paid at the straight time rate, on or before the first payroll period paid in February of the following year. Additional holidays, which may be authorized by City Council action, shall automatically be included in this section.

Holiday pay for both designated and floating holidays shall be computed at the employee's regular straight-time hourly rate of pay for the number of regular hours in the workday, up to a maximum of eight (8) hours.

Part-time Employees

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

“available working hours” shall be the regularly scheduled hours, which include any paid time off.

3. Personal Days

This benefit is provided to employees in the Executive Service inasmuch as such individuals are not entitled to overtime or compensatory time off; however, they are expected to work beyond the scope of the regular workday or workweek as necessary.

Employees shall accumulate one (1) Personal Day off in the calendar year in which the employee completes a full year of employment in the Executive Service, and one (1) day thereafter for each complete year of service, up to a maximum of seven (7) days.

Personal days off are subject to the prior approval of the department/division head in writing and scheduled so as not to interfere with the efficient operation of the department. Further, they should be taken in no less than two (2) hour increments. Personal days may not be used to extend employment. Such days do not accumulate, but must be used each year. Any unused Personal Days as of December 31st will be paid at the straight time, hourly rate on or before the first payroll period paid in February of the following year.

Part-time employees will earn personal days pro-rata based upon their scheduled number of hours in a regular payroll period.

SECTION E. Paid Leaves of Absence

Employees who are promoted into the Executive Service from any other classification within the City shall be paid for any compensatory balances and any eligible sick leave prior to the promotion. No compensatory time or sick time will be allowed to be carried over.

1. Sick Leave

Persons employed in the above qualifying positions may use up to a maximum of twelve (12) sick leave days within any calendar year. Unused days do not accumulate. At the end of the calendar year, employees may request pay for unused sick leave excluding the Fire Chief, Deputy Fire Chief, Police Chief and Deputy Police Chief. Request for pay must be received in writing by the Finance Department no later than December 1st or such sick leave shall automatically be credited to I.M.R.F. as described below. Employees who were granted Extended Disability/Sick leave during the year do not qualify for unused sick leave pay out. Said hours shall be compensated at one-hundred percent (100%) of the employee's straight time rate of pay; provided however, unused sick leave shall be paid upon separation from employment if employee leaves employment in good standing. Such time is pro-rated at pay off for the actual months worked less any hours used.

Effective January 1, 1998, employees retiring from the Executive Service shall be allowed to request and obtain up to one (1) year of I.M.R.F. (Illinois Municipal Retirement Fund) service credit for unused/unpaid Executive Sick Leave days per year, in accordance with I.M.R.F. established rules and regulations. Such allowances would be the total unused/unpaid sick leave recorded since January 1, 1979, less any sick leave used for both regular paid sick leave and extended disability paid sick leave time used.

Sick leave 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 used.

(A) 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.

In order to receive any such sick leave payment, the employee must notify the appropriate department/division head that is charged with the responsibility for keeping a record of each such employee's use of sick leave. The department head or Director of Human Resources may require a physician's verification for absences in excess of three (3) consecutive days, or instances where the nature of the sickness or illness is unknown or requires verification. For the mutual protection of the employee and the City, an employee may be required to submit to a complete fitness-for-duty medical examination when performance has become seriously limited or weakened by injury or illness in order to determine whether the employee can perform the essential functions of the job, with or without reasonable accommodations.

(B) Family Illness or Disability

Employees shall be eligible to use their sick leave in the event of an illness or disability involving their spouse, parent or child (ren), which requires the employee's personal care and attendance.

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

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

(C) Medical and Dental Appointments

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

2. Extended Disability

In the event a single illness or non-duty related injury extends or is expected to extend beyond the sick leave provision above and is substantiated comprehensively by the employee's physician in writing including the anticipated date of return to work, to the Director of Human Resources, and a written request for extended illness has been submitted to and approved by the Mayor, then the employee shall continue to receive his/her full salary for up to one hundred thirty (130) business days.

Employees are not required to use accrued sick leave for a single illness, which turns into extended disability under this section if the illness is more than two weeks (10 business days). Any employee who is on extended disability shall be required to submit a monthly status evaluation to the Director of Human Resources or designee from his/her personal physician, providing information on projected return to work date. Failure to do so will result in termination of benefits.

The City shall have the right at any time to have the employee examined by an independent medical specialist to determine his/her fitness or ability to return to work. As a result of the independent examination or the determination of the employee's personal physician, the City may instruct the employee to apply for disability to the applicable pension plan. The City will continue to pay the full salary until the employee is eligible for the applicable pension plan but, in no event, for more than one hundred thirty (130) business days.

3. Family Death

In the event of death in the immediate family of an employee (spouse, parents, step-parent, children, step-children, brother, sister, grandchildren, grandparents, or spouse's father, mother, brother, sister, grandparents) the employee shall be granted three (3) working days leave of absence with full pay. The Director of Human Resources may request proof of funeral attendance.

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

An additional day with full pay may be granted in case of death depending upon travel distance from the City. Additional days may be granted depending on circumstances documented in writing and approved by the Director of Human Resources. It is the intent of this provision to allow the employee, if required, to handle funeral arrangements and attend the funeral or memorial service in lieu of a funeral of listed immediate family

member. The Human Resources Department may require proof of attendance at the funeral or memorial service.

An employee shall be granted four (4) hours off with pay to serve as a pallbearer for a deceased past or current employee of the City. Part-time employees will receive the pro-rata amount based on their hours worked per day.

4. Jury Duty

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

5. Court Appearance/Depositions

Employees shall be granted a leave of absence with pay for court subpoenas or notices of depositions to testify as a witness or victim in a criminal or civil trial for the City.

6. Maternity

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

7. Paternity Leave

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

8. Military Leave

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

The City will follow Federal and State law regarding employees ordered to temporary or permanent military duty. The Human Resources Department will establish administrative procedures for implementing the applicable laws. Each party agrees to cooperate with any such employee in restructuring work schedules as might be necessary for an employee to

meet the responsibility for temporary military duty such as monthly meetings and summer camp requirements.

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

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

An employee may take VESSA leave to:

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

10. Family and Medical Leave Act (FMLA)

The City complies with the requirements of the Federal Law for Family and Medical Leave (FMLA).

To be eligible for FMLA leave, an employee must have worked for the City for at least 12 months, and have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave. An eligible employee can use up to a total of 12 work weeks of unpaid leave in a 12 month period for one or more of the following reasons:

- Birth of a son or daughter, and to care for the newborn child.
- For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child.
- To care for a spouse, child under 18 years old, or child 18 or over who is incapable of self-care, or parent with a serious health condition.
- When the employee is unable to work because of a serious health condition.
- Qualifying exigencies as a result of the active military duty of a spouse, child or parent.
- Care for a family member who is ill/injured due to military service.

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

SECTION F. On-The-Job-Injury

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

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

SECTION G. Other Benefits

1. Call Out Stipend

Due to the numerous call outs required in order to service the technical ~~aspects~~ and media relations ~~operations for the City~~~~aspects of the Police Department~~, the following positions will be paid a quarterly stipend of one thousand dollars (\$1,000), payable on payroll #6, 13, 20, and 26 (totaling \$4,000 for the year):

- ~~Director of Police Technical Services~~Director of IT Operations
- ~~Radio/Communications Specialist~~Telecommunications Engineer
- ~~Police Info Systems Coordinator~~IT Operations Manager
- Media Relations Manager
- Director of Communications and Public Information

Due to the numerous call outs requiring responses to City owned properties and other emergencies, the following position will be paid a quarterly stipend of one thousand dollars (\$1,000), payable on #6, 13, 20, and 26 (totaling \$4000 for the year):

- Superintendent of Central Services

Due to the call outs related to severe weather alerts and other emergencies, the following positions will be paid a quarterly stipend of five hundred dollars (\$500), payable on payroll #6, 13, 20, and 26 (totaling \$2,000 for the year):

Emergency Management Coordinator

Due to parks department snow operations and related severe weather call outs the following positions may be paid a stipend of five hundred dollars (\$500), payable on payroll #2, #4, #6 and #24 (totaling \$2,000 for the year) as authorized in writing by the Director of Public Property to Human Resources and Payroll :

Superintendent of Parks and Recreation
Golf Maintenance Manager

If the employee receiving call out stipends outlined above leaves City employment, the stipend will be pro-rated accordingly on the final pay.

2. Conferences/Seminars

Compensation for conferences and seminars will be provided within budgetary constraints; however, approval for such attendance shall be at the sole discretion of the department head and/or Mayor. Such conferences/seminars shall only be approved for work-related purposes and all requests for approval must be submitted in writing. Travel time to and from conferences/seminars is not compensable time. Transportation to and from conferences/seminars (i.e.: mileage, train tickets, etc.) is compensable at the rate established by the City.

3. Education

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

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

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

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

4. That the employee signs an employment agreement which provides for repayment of tuition should they leave City employment pursuant to Section 3 (B).

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

B. Service Requirements

(1) Individual Courses

An employee who has received reimbursement for a City-approved course as provided herein shall be required to work for the City at least one (1) year following the submittal of the certification of completion for the last course(s) taken. In the event the employee separates from service with the City, whether voluntarily or by discharge, prior to completion of said one (1) year period, the employee shall be required to pay back to the City the amount of the reimbursement received.

C. Educational Incentive Bonus

No new participants will be accepted into the program, nor will individuals currently earning a bonus be eligible for an upgraded educational bonus.

Eligible employees in a position within the Executive Pay Plan shall receive an annual bonus to be paid on payroll #12 as per the following:

Associate Degree	\$ 300
Bachelor's Degree	\$ 600
Master's Degree or above	\$1200

2. Employee Assistance Program

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

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

3. Interpreters Stipend

The City will provide employees qualified as specified herein, with an \$800.00 annual stipend to be paid on payroll #12, for recognized languages as listed: Spanish, German, Polish, Czechoslovakian, Romanian, Hungarian and Sign Language for purposes of serving the public, performed while on duty. Employees, who receive such stipend, shall be required to use their interpretive skills whenever requested or required. A skills exam will be given by an independent third party, and will include oral interpretation skills as opposed to formal written skills. Additional languages will be considered on an as needed basis.

4. Job Sharing

All requests for Job Sharing will be evaluated based on the scope of the position and determined at the discretion of the Director of Human Resources.

5. Life Insurance

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

Policy Amount on Employee

Executive Service.... One times the employee's annual base salary

Retirees..... \$5,000 until age sixty-five (65)

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

6. Physical Examination

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

Upon appointment

Up to age 40 - Every five (5) years during the calendar quarter of the employee's birth date (ages 20, 25, 30, etc.)

Over age 40 - Every two (2) years during the calendar quarter of the employee's birth date (ages 42, 44, 46, etc.)

Over age 60 - Every year during the calendar quarter of the employee's birth date

The Human Resources Department will send letters to qualified employees once a year. The City shall bear the cost of a general examination (up to a maximum of \$500). Human Resources must be notified as to the dates of the exam to facilitate payment.

7. Professional Organization Memberships

The City encourages its Executive Service employees to become members of professional community organizations. Membership compensation may be paid by the City subject to prior approval of the department head and Director of Human Resources to avoid overlapping and to maintain budgetary constraints. Requests for such must be made and approved in writing to the department head and Director of Human Resources or the Mayor if the requesting employee is a department head.

8. Separation Benefits

An individual who is hired into the Executive Service on or after of January 1, 2014, will receive one (1) week of pay for every two (2) full years of service in the Executive Service, up to a maximum of fifteen (15) years.

An individual hired prior to January 1, 2014 who is employed in an Executive Service position shall receive, upon honorable termination from service with the City, a separation benefit based upon the number of years employed in the Executive Service. This benefit provides for one (1) week of pay for each full year served in the Executive Service, up to a maximum of twenty-five (25) weeks).

At the time of retirement, an employee may choose a lump sum separation and accrued PTO payment included with the final check or choose to have their severance, accrued sick time and accrued PTO payment divided equally for up to three (3) months which shall include the month in which final pay is received, provided that the employee has given at least a ninety (90) day advance notice in writing.

In the event of death, the separation benefit shall be made to the beneficiary designated by the employee. If the employee does not choose a beneficiary, the benefit will be paid to the employee's estate.

Failure to give four (4) weeks written notice of resignation or retirement to the Mayor may result in the loss of 50% of severance benefit. Failure to give four (4) weeks written notice of resignation or retirement you will only receive 50% of earned sick leave. It is understood that employees whose positions are covered in the Executive Service are at will employees and serve at the discretion of the Mayor. In the event of discharge for cause, no separation benefit shall be paid. Any exceptions will be at the discretion of the Mayor or designee.

All exempt employees shall receive compensation for all unused earned vacation time, which shall be paid at the employee's regular straight-time hourly rate of pay at the time of separation.

9. Telecommuting

All requests for Telecommuting will be evaluated based on the scope of the position in accordance with the Telecommuting Policy and determined at the discretion of the Director of Human Resources.

10. Temporary Assignment

A current employee will be placed at step one of the position that is temporarily being filled. If the employee's rate of pay is higher than step one of the temporary position, the employee's rate of pay should be the next highest step of that temporary position. No temporary assignment will be made for less than five consecutive days. Any exceptions will be at the discretion of the Director of Human Resources.

11. Unpaid Leave

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

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

Prior to departing on an approved, unpaid leave of absence, which may last for over a month (30 days), employees shall be informed of Illinois Municipal Retirement Fund (IMRF) eligibility requirements so as to protect their eligibility status in the Fund, should they so desire.

APPENDIX V

Drug/Alcohol free workplace policy

Section 1. Policy Statement

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

Section 2. Definitions

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

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

Meperidine

Phencyclidine

Benzodiazepines

Methamphetamine

MDMA

B. "**Impairment**" shall mean a condition in which the employee is unable to properly perform his/her duties due to the presumed effects of a drug and/or alcohol in his/her body. Where impairment exists or, in the case of alcohol is presumed pursuant to Section 7 hereof, incapacity for duty shall be presumed.

C. The term "**drug abuse**" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, the abuse of non-prescription drugs or the use of a legally prescribed drug for which a valid, predated prescription has not been submitted as provided in this Policy, along with a listing of known side effects.

D. The term "**designer drug**" is a term coined to describe psychoactive drugs which are created to get around existing drug laws, usually by modifying the molecular structure of existing drugs to varying degrees or less commonly by finding drugs with entirely different chemical structures that produce similar subjective effects to illegal recreational drugs.

E. The term "**alcohol abuse**" means the use of alcohol on- or prior to duty, such that at any time during working hours, the level of alcohol indicated in Section 7 can be detected via blood/urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.

F. "**Positive Test Results**" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration level specified in Sections 6 and 7.

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

Section 3. Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing illegal drugs at any time during or prior to the work day, on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer.
2. Possessing, using, selling, purchasing, manufacturing, distributing, or delivering any illegal drug during the work day. (The Employer does not condone the off duty possession, use, sale, purchase or delivery of any illegal drug by an employee and

may discipline any employee who engages in such conduct, up to and including termination.)

3. Consuming or possessing alcohol at any time during the workday, on any of the employer's job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer and/or at any time prior to the work day such that at any time during working hours, the level of alcohol indicated in Section 7 can be detected as provided in Section 2(d).
4. Failing to produce a valid pre-dated prescription for any medication that produces any known adverse side effect should the employee become impaired while on duty. Employees are encouraged to provide such notice to their Department Head if such prescription drug might cause impairment while on duty
5. Possession/Use of Medical Cannabis. If an employee is a Registered Qualifying Patient under the Compassionate Use of Medical Cannabis Pilot Program Act of Illinois, he or she may not possess, use or be impaired by the previous use of medical cannabis in any form during any work hours, regardless of his or her location on City property or other location. An employee may not be impaired by medical cannabis during work hours to an extent that he or she is incapable of performing his or her assigned duties, as observed by a Human Resources representative, and based on objective and observable criteria. An employee who is suspected of possessing, using or being impaired by medical cannabis during work hours will be removed from City premises, pending an investigation and a decision on appropriate consequences that may include disciplinary action up to and including termination. A Registered Qualifying Patient who tests positive for cannabis may not be penalized solely for his or her status as a Registered Qualified Patient unless failing to do so would put the City in violation of federal law; or cause the City to lose a monetary or licensing-related benefit under federal law or rules.

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

Section 4. The Administration of Tests

A. Informing Employees Regarding Drug and Alcohol Testing

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

B. When a Test May be Compelled

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

When an employee is ordered to submit to testing, the employee may produce a valid, predated prescription, at which time the determination is made whether the test shall be ordered. Such production must occur at the time the testing order is given. The Director of Human Resources must confirm the reasonable suspicion of drug or alcohol abuse. The Employer shall arrange for a drug/ alcohol test. Refusal of an Employee to comply with the order for a drug/ alcohol screening will be cause for discipline up to and including discharge.

C. Reasonable Suspicion Standard

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

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

D. Order to Submit to Testing

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

Section 5. Conduct of Tests

In conducting the testing herein specified, the Employer shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that is accredited by-DHHS or SAMHSA.
- B. Establish a chain of custody procedure consistent with DOT regulations for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- C. Provide the employee tested with an opportunity to have the additional sample tested by a SAMHSA-accredited clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the City of the desire to do so within ninety-six(96)) hours of receiving notification of positive test results.
- D. Require that the laboratory or hospital facility report to the Employer when a breath or urine sample is positive only if both the initial screening and confirmation tests are positive including for a particular drug, and the Medical Review Officer verifies the result (in a drug test situation). If any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer shall not use such information in any manner or forum adverse to the employee's interest.
- E. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.
- F. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- G. Ensure that no employee is subject to any adverse employment action except temporary re-assignment or leave with pay during the pendency of any testing procedure. Any such re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;
- H. The testing, results and circumstances requiring the testing are confidential and will be held in the highest degree of confidence.

Section 6. Drug Testing Standards

A. Initial Screening Test Standards

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

Initial Test Level

Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Cocaine metabolites.	300 ng/ml
Marijuana metabolites	50 ng/ml
Methadone.	300 ng/ml
Methaqualone	300 ng/ml
Opiate metabolites	2000 ng/ml
Phencyclidine.	25 ng/ml
Propoxyphene	300 ng/ml

Confirmatory Test Level

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

B. Positive Test Exception for Medical Cannabis.

A positive result for the presence of cannabis in the specimen of an employee who is a Registered Qualifying Patient shall not be grounds for disciplinary measures, unless the employee exhibits signs of impairment during work hours to an extent that he or she is incapable of performing his or her assigned duties, as observed by a Human Resources representative, and based on objective and observable criteria.

C. Changes in Test Standards

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

D. Breath Alcohol Testing

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

Section 7. Alcohol Test Standards

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

Section 8. Voluntary Request for Assistance

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

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

Section 9. Discipline

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

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

Section 10. Insurance Coverage

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

Section 11. Duty Assignment

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

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

Section 12. Confidentiality of Test Results

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

**EXHIBIT A
SCHEDULE OF POSITION GRADES**

POSITION	SALARY GRADE
Public Information Specialist	10
Administrative Assistant	11
Customer Relations Specialist	11
Golf Pro Manager	11
Neighborhood Resource Coordinator	11
Public Information Coordinator	11
Video Services Coordinator	11
Assistant Corporation Counsel I	12
Compliance Auditor	12
Director of Media Relations	12
Director-Curator of Public Arts	12
Downtown/Riverwalk Administrator	12
Human Resource Generalist	12
<u>Human Resource Generalist</u>	<u>12</u>
<u>IT Business Analyst I</u>	<u>12</u>
<u>IT Project Administrator</u>	<u>12</u>
<u>IT Project Manager I</u>	<u>12</u>
Manager of Animal Control	12
Management Assistant	12
Office Coordinator	12
Plan Examiner	12
Radio Communications Specialist <u>Telecommunications Engineer</u>	12
Special Events Coordinator	12
Customer Relations Manager	13
Development Coordinator	13
Downtown Development Coordinator	13
Golf Maintenance Manager	13
Golf Operations Manager	13

IT Business Analyst <u>II</u>	13
<u>IT Project Manager II</u>	<u>13</u>
Management Analyst	13
Media Relations Manager	13
Neighborhood Program Coordinator	13
Senior Plan Examiner	13
Special Assistant for Development Facilitation	13
Special Events Manager	13
Zoo Manager	13
Assistant Director of Building and Permits	14
Assistant Chief of Staff	14
Assistant Corporation Counsel II	14
Assistant Director of Human Resources	14
Assistant Superintendent of Water and Sewer	14
Assistant Superintendent of Water Production	14
Capital Improvement Program Manager	14
City Clerk	14
Information Systems Coordinator Police Department <u>IT Operations Manager</u>	14
<u>IT PMO Manager</u>	<u>14</u>
IT Security Officer <u>Chief Information Security Officer</u>	14
Neighborhood Redevelopment Manager	14
Superintendent of MVPS	14
Superintendent of Parks & Recreation	14
Zoning Administrator	14
Property Standards Manager	14
Assistant Director of Finance	15
Chief of Staff	15
Director of Building and Permits	15
Director of Community Relations and Public Information	15
Director of Economic Development	15
Director of Human Resources	15
Director of Management Information Systems <u>Director IT Operations</u>	15

Director of Planning Director of Zoning & Planning	15
Director of Sustainability and Urban Planning	<u>15</u>
Director of Police Technical Services Director Data & Analytics	15
Director of Purchasing	15
Emergency Management Coordinator	15
Manager of Emergency Communication 911	15
Risk Manager	15
Superintendent of Central Services	15
Superintendent of Maintenance Services	15
Superintendent of Property Standards	15
Superintendent of Streets	15
Assistant City Engineer	16
Chief Community Services Officer	16
Chief Development Services Officer	16
Chief Information Officer	<u>16</u>
Chief Innovation Officer	<u>16</u>
Chief Technology Officer	16
Corporation Counsel	16
Deputy Police Chief	16**
Deputy Fire Chief	16*
Director of Neighborhood Standards	16
Director of Public Properties	16
Chief Administrative Services Officer	17
Director of Public Works/City Engineer	17
Chief Financial Officer/City Treasurer	17
Chief Management Officer	17
Superintendent of Water and Sewer	17
Superintendent of Water Production	17
Fire Chief	17*
Police Chief	17**

* Subject to change resulting from AFD #99 Labor Agreement wage increase
** Subject to change resulting from APPO Labor Agreement wage increase

