

*Collective Bargaining Agreement*

*By and Between*

*The City of Naperville*

*And*

*The Metropolitan Alliance of Police*

*Naperville Civilians Chapter #582*

*January 1, 2019 – December 31, 2022*

## **PREAMBLE**

The purpose of this Agreement is the promotion of harmonious relations between the City and the Chapter, the establishment of a prompt, equitable and peaceful procedure for the resolution of differences, and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit Record Specialists. Therefore, in consideration of the mutual promises and agreements contained herein, the City and the Chapter do mutually promise and agree as follows:

## **AGREEMENT**

This Agreement has been made and entered into by and between the CITY OF NAPERVILLE, (hereinafter referred to as the "City", or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE – NAPERVILLE CIVILIANS CHAPTER #582 (hereinafter referred to as "Chapter") on behalf of certain employees described in Article 1 (hereinafter referred to as "Record Specialists", "Employees", or "Members").

**ARTICLE 1**  
**RECOGNITION**

**Section 1.1**    **Recognition**

In accordance with the Illinois State Labor Relations Board's (ISLRB) Certification of Representation dated January 28, 2010, as S-RC-10-153, the City hereby recognizes the Chapter as the sole and exclusive collective bargaining representative for all persons employed full-time and probationary by the City of Naperville Police Department in the position or title of Records Specialist, but excluding all managerial, confidential and supervisory employees as defined by the Illinois Public Relations Act (hereinafter referred to as the "Act"), and all other employees of the City of Naperville.

**Section 1.2**    **Fair Representation**

The Chapter recognizes its responsibility as a bargaining unit and agrees to fairly represent all members in the bargaining unit, whether or not they are members of the Chapter. The Chapter further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Chapter to fulfill its duty of fair representation.

**Section 1.3**    **Probationary Period**

Effective to any members hired after the effective date of this Agreement, the probationary period (hereinafter "Probationary Period") for Record Specialists shall be twelve (12) months from the date of hire as Record Specialists. Except as otherwise provided herein, during the Probationary Period the employee is entitled to all rights, privileges, and benefits under this Agreement except that a Probationary Employee may be disciplined or discharged at any time within the Probationary Period with or without just cause, and such action shall not be subject to the Grievance Procedure or Arbitration.

## ARTICLE 2

### NON-DISCRIMINATION

#### Section 2.1 Prohibition against Discrimination for Exercise of Rights under the ILRA

In the application of the terms of this Agreement, the City and the Union agree that neither will discriminate against any Records Specialists on the basis of her rights as defined under the Illinois Labor Relations Act.

#### Section 2.2 Prohibition Against Discrimination Generally

In accordance with applicable law, neither the City nor the Chapter shall discriminate against any employee covered by this Agreement on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, membership or lack of membership in the Chapter, or mental and/or physical disability unrelated to the member's ability to perform the job. Any claim of discrimination on the bases set forth above shall not constitute a Grievance under this Agreement and the parties agree that any such claim shall be processed through the appropriate Federal or State Agency or Court rather than through the Grievance Procedure set forth in this Agreement. The parties agree that failure to pursue such a complaint of discrimination through the grievance procedure shall not be the basis of a bar to proceed before any State or Federal Agency or Court.

#### Section 2.3 Gender/Terms

The use of the feminine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine and feminine pronouns are interchangeable.

When the term "Records Manager" is used, it shall be understood to mean "Records Manager or her designee".

When the term "Records Section" is used, it shall be understood to mean the Record Specialists and Records management.

#### Section 2.4 Chapter Representation

Authorized representatives of the Chapter shall be permitted, with reasonable notice and prior approval of the Records Manager, which notice may be given by e-mail or by phone, and which approval shall not be unreasonably withheld, to visit the Police Department during working hours to talk with Records Specialists concerning matters covered by this Agreement.

## ARTICLE 3

### MANAGEMENT RIGHTS

#### Section 3.1 Management Rights

Except as specifically limited by an express provision of this Agreement, the City retains all rights to manage and direct its affairs in all of its various aspects and to manage and direct its employees, including but not limited to the following:

1. To plan, direct, control and determine the budget and all the operations, services and missions of the City;
2. To supervise and direct the working forces;
3. To hire and promote employees;
4. To establish the qualifications for employment and to employ employees;
5. To schedule and assign work;
6. To examine employees;
7. To establish specialty positions and to select and/or transfer personnel for such positions;
8. To establish work and productivity standards, and from time to time, to change those standards;
9. To assign overtime, to contract out for goods and services;
10. To determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased;
11. To determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement subject to the subcontracting provisions contained herein;
12. To make, alter and enforce reasonable rules, regulations, orders, policies and procedures;
13. To evaluate members;
14. To discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause);
15. To change or eliminate existing methods, equipment or facilities or introduce new ones;

16. To establish and modify standards and/or criteria for employee training and education and assign employees to training and education for job related duties;
17. To determine work hours (shift hours);
18. To change, combine or modify job duties within the framework provided for in the Illinois Labor Relations Act;
19. To determine internal investigation procedures;
20. To take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the mayor or his authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes), which actions may include the suspension of the provisions of this Agreement provided that wage rates shall not be suspended and providing that all provisions of this Agreement shall be promptly removed once a civil emergency condition ceases to exist, and to carry out the missions of the City. In the event of such emergency action, the provisions of this Agreement pertaining to usage of accumulated leave time may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

Inherent managerial functions, prerogatives and policy-making rights which the City has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedures contained herein, provided, however, that the exercise of any of the above rights shall be subject to the Union's rights under Section 4 of the Illinois Public Labor Relations Act and shall not conflict with any of the express written provisions of this Agreement. All matters not specified in this Agreement shall be subject to the provisions of the City of Naperville Employee Policy Manual as amended from time to time, and the rules, regulations and general orders of the Police Department.

## **ARTICLE 4**

### **NO STRIKE**

#### **Section 4.1**    **No Strike**

Neither the Chapter nor any members, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, or work to the rule situation, mass absenteeism, picketing for or against the City of Naperville or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all members who violate any of the provisions of this article may be discharged or otherwise disciplined by the City. Each member who holds the position of steward of the Chapter occupies a position of special trust and responsibility in attempting to bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

#### **Section 4.2**    **No Lockout**

The City will not lock out any members during the term of this Agreement as a result of a labor dispute with the Chapter.

#### **Section 4.3**    **Penalty**

The only matter which may be made the subject of a Grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 above is whether or not the Record Specialist actually engaged in such prohibited conduct. The discipline imposed for such violations shall not be subject to the Grievance provisions. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Parties retain their respective rights as set forth in the Illinois Public Labor Relations Act.

#### **Section 4.4**    **Judicial Restraint**

Nothing contained herein shall preclude the City or the Chapter from obtaining judicial restraint and damages in the event the other party violates the no strike or no lockout provisions of this Article. There shall be no obligation to exhaust the grievance procedure contained in this Agreement before instituting court action seeking such judicial restraint or damages.

## ARTICLE 5

### DUES DEDUCTION AND FAIR SHARE

#### Section 5.1 Dues/Fair Share Fee Deduction

- (a) Upon receipt of a written and signed authorization form from employee, the Employer shall deduct the amount of Chapter dues and initiation fees, if any, or the amount of Fair Share Fee set forth in such form and any authorization increase therein, and shall remit such deduction along with a list of the names and the amounts from whom deductions have been made each pay period to the Metropolitan Alliance of Police at the address designated by the Chapter in accordance with the laws of the State of Illinois. The Chapter shall advise the Employer of any increase in dues or fair share amount, at least thirty (30) days prior to its effective date on an annual basis. In the event of a change in the dues or fair share amount, employees must submit an updated signed authorization form before the Employer will be required to make any deduction or remittance.
  
- (b) The employer shall take such steps as may be required to accomplish any authorized wage withholding per section (a) above and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Agreement shall require the Employer to make any withholding unless and until the Chapter has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the Fair Share Fee to be withheld, both within sufficient time to permit the Employer to carry out its obligation to so withhold. The fair share/regular dues amount withheld shall not change until the Chapter notifies the Employer that a different fair share/regular dues amount should be collected and such notification shall occur on an annual basis and shall occur not less than sixty (60) days prior to its effective date.
  
- (c) Said Fair Share payment shall not exceed the dues paid voluntarily to the Chapter by Members covered hereby.
  
- (d) Fair Share payments shall be used in accordance with applicable law.
  
- (e) The Chapter shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Chapter, and costs arising from or incurred because of any act taken or not taken by the Employer in complying with or carrying out the provisions for this Article, provided the Employer does not initiate or prosecute such action.



## **ARTICLE 6**

### **MEMBER SECURITY**

#### **Section 6.1 Personnel Files**

The City shall maintain Record Specialists' personnel files (hereinafter referenced as "Personnel File or Personnel Files") in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq. and other applicable law.

#### **Section 6.2 Right of Inspection**

Record Specialists' Personnel Files shall be available for inspection by a Record Specialist upon reasonable notification to the Records Manager. A Chapter Representative may inspect a Record Specialist's file if the Record Specialist provides the Record Manager with a written authorization to that effect. Personnel Files may be inspected during business days between the hours of 9 a.m. and 5 p.m. unless another time is agreed upon. If one or more of the exceptions set forth in Section 10 of the Personnel Record Review Act are applicable to materials in the Personnel File, those materials shall not be made available for inspection.

No part of the Personnel File may be removed from the Police Department, and the Record Manager, or her designee, may be present at all times the inspection takes place.

#### **Section 6.3 Rights to Copies**

A Record Specialist shall be entitled to copies of any material in her Personnel File unless an exception set forth in Section 10 of the Personnel Record Review Act is applicable.

#### **Section 6.4 Right to Rebuttal**

In the event that a Record Specialist's Personnel File contains material which the Record Specialist believes is adverse to the Record Specialist, said Record Specialist shall have the right to have placed in her Personnel File a written rebuttal to said material.

Records of investigations of misconduct and disciplinary action following therefrom shall be expunged by the Chief, or his designee, from the employee's file in the following manner:

- Exonerated: immediately
- Unfounded: immediately
- No conclusion: immediately
- Verbal counseling/reprimand: after one year
- Sustained/written reprimand: after three years
- Sustained suspension: after five years (unless an allegation involving excessive force, sexual harassment, discrimination, dishonesty in the performance of official police duties, or criminal conduct as referenced below.)
- Sustained suspension for substance abuse – six years.

Any information of an adverse employment nature which may be contained in any Exonerated, Unfounded, or No Conclusion file shall not be used against the employee in any future disciplinary proceeding. A sustained allegation of misconduct involving sexual harassment, discrimination, dishonesty in the performance of official duties or criminal conduct may be used in future disciplinary proceedings to determine credibility, notice, and the appropriate penalty.

## **ARTICLE 7**

### **SENIORITY**

#### **Section 7.1 Definition of Seniority**

As used herein the term "Seniority" shall refer to and be defined as the continuous full-time length of service or employment with the Records Unit.

#### **Section 7.2 Seniority List**

The Records Manager shall prepare a list setting forth the current Seniority dates for all Record Specialists covered by this Agreement ("Seniority List"). The Seniority List shall be updated from time to time as changes occur in Record Specialist Seniority. The Records Manager shall provide the Record Specialists with up to date copies of the Seniority List prior to the annual Selection Day described in Article 15.

#### **Section 7.3 Termination of Seniority**

A Record Specialist's Seniority shall be lost when she:

- 1) Resigns or transfers from her employment with the Police Department; or
- 2) Is discharged for just cause and not reinstated in accordance with this Agreement;  
or
- 3) Is laid off pursuant for a period of twenty-four (24) months in accordance with this Agreement; or
- 4) Accepts gainful employment while on an approved leave of absence unless continuation of Seniority is approved in writing by the City Manager; or
- 5) Is absent for three (3) consecutive scheduled work days without proper notification or authorization, and without showing just cause for the failure to so report.

#### **Section 7.4 Accrual of Seniority**

Except as required by law, Record Specialists will not continue to accrue Seniority credit for all time spent on an authorized unpaid leave of absence in excess of thirty (30) days.

## ARTICLE 8

### GRIEVANCE PROCEDURE

#### **Section 8.1**    **Definitions**

A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or Holidays. A “Grievance” is defined as a dispute raised by a Records Specialist or by the Chapter involving an alleged violation of an express provision of this Agreement.

#### **Section 8.2**    **Grievance Procedure**

**8.2.1**    **Grievance Form:** A grievance (hereinafter “Grievance”) shall be processed on the grievance form (hereinafter “Grievance Form”) attached hereto as **Appendix A** which may be supplemented by additional pages as needed.

**8.2.2**    **Contents of Grievances - All Grievances shall set forth the following:**

- (a)    The specific provision(s) of this Agreement, including the specific portion of such provision, which are alleged to have been violated;
- (b)    A statement of facts which are the basis for each alleged violation(s); and
- (c)    The specific relief requested.

Grievances that do not contain each of these elements may be returned to the Grievant by the Records Manager within three (3) calendar days of receipt with a note indicating what is missing. The timeframe for response at Step 1 will be stayed until the Grievance form is submitted. The Grievant shall have five (5) calendar days to resubmit the Grievance to the Records Manager. Upon resubmission, the Grievance shall be processed as is and the timeframe for responding thereto shall be calculated from the day following resubmission.

**8.2.3**    **Scheduling:** Grievance meetings provided for at each Step described below shall be scheduled in a manner that does not interfere with the efficient operation of the Records Section.

**8.2.4**    **Timeframe for Filing a Grievance:** All Grievances must be tendered to the Records Manager no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the Grievance, or within seven (7) calendar days after the Records Specialist or the Chapter, through the use of reasonable diligence, could have obtained knowledge of the occurrence or of the event giving rise to the Grievance. No Grievance shall be entertained or processed unless it is submitted within the time-frames set forth above. If a Grievance is not timely presented, it shall be considered waived and may not be further pursued.

**8.2.5**    **Timeframe for Appeal:** Any appeal from Step 1 to Step 2 or from Step 2 to Step 3 shall be made within seven (7) calendar days after a response at any Step has been issued by the City. If a Grievance is not appealed within the time-frame specified, it shall be considered settled on the basis of the City's response at the

last Step and any further appeal shall be deemed waived. If the City does not respond to a Grievance within the specified timeframe at Step 1 or Step 2, the Grievant and/or the Chapter may elect to treat the Grievance as denied at that Step and appeal the Grievance to the next Step. The timeframes specified in this Section 8 may be extended by mutual agreement of the parties.

**8.2.6 Bypassing Steps:** The parties may, by mutual written agreement in a specific instance, agree to bypass one or more steps of the Grievance Procedure.

**8.2.7 Chapter Representation**

The Chapter shall have the right to designate up to three (3) employees as Chapter Representatives. The names of the Records Specialists selected shall be certified in writing to the Deputy Director of Administrative Services and the Records Manager by the Chapter in January of each year. The Chapter may submit revised lists from time to time.

A Chapter Representative shall be allowed to represent a Records Specialist-Grievant at a meeting held pursuant to Grievance Procedure Steps 1-3 if requested by the Grievant to do so. If such meeting occurs during work hours, the Chapter Records Specialist may attend without loss of pay. No more than one (1) Records Specialist shall be present at any Step of the Grievance Procedure. The Grievant is not included in this limitation. Records Specialists who are required witnesses are not included in this limitation so long as their attendance is strictly limited to the time period necessary for them to testify.

**8.2.8 Step 1:**

Any Records Specialist and/or Chapter Representative who has a Grievance shall submit the Grievance in writing on the Grievance Form to the Records Manager, in accord with the provisions of Section 8.2.1 - 8.2.5.

- (a) The Records Manager, or his designee, shall investigate the Grievance. In the course of such investigation the Records Manager shall offer to discuss the Grievance with the Grievant and an authorized Chapter representative, if one is requested by the Records Specialist, within seven (7) calendar days of receipt at a time mutually agreeable to the parties.
- (b) The Records Manager, or his designee, shall provide a written summary of his response, or the resolution if one is agreed upon, within seven (7) calendar days following said meeting.

**8.2.9 Step 2:**

A Grievance may be appealed to Step 2 of the Grievance Procedure if it is not adjusted at Step 1 upon submission of a written appeal to the Deputy Director of

Administrative Services on the Grievance Form within ten (10) calendar days of receipt of the decision rendered at Step 2. The Grievance shall state the basis upon which the Grievant believes the Grievance was improperly denied at Step 1.

A meeting shall be held at a mutually agreeable time and place with the Grievant, the Police Chief, or his designee, the Records Manager, or her designee, and a Chapter Representative if one has been requested by the Grievant. Such meeting shall occur within fourteen (14) calendar days of receipt of the appeal to Step 2 unless otherwise agreed to by the parties.

If the Grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties unless both parties agree otherwise.

If no settlement is reached, the Police Chief, or his designee, shall submit a written response to the Chapter within fourteen (14) calendar days following the meeting.

#### **8.2.10 Step 3:**

If a Grievance is not settled at Step 2 and the Chapter desires to appeal, the appeal shall be submitted in writing by the Chapter to the Chief of Police within ten (10) calendar days of receipt of the decision rendered at Step 2. The grievance shall specifically state the basis upon which the Grievant believes the Grievance was improperly denied at Step 2.

A meeting shall be held at a mutually agreeable time and place with the Grievant, the Chief of Police, or his designee, the Deputy Director of Administrative Services, the Records Manager and a Chapter Representative if one has been requested by the Grievant. Such meeting shall occur within fourteen (14) calendar days of receipt of the appeal to Step 3 unless otherwise agreed to by the parties.

If the Grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties unless both parties agree otherwise.

If no settlement is reached, the Chief of Police, or his designee, shall submit a written response to the Chapter within fourteen (14) calendar days following the meeting.

#### **8.2.10 Step 4:**

If a Grievance is not settled at Step 3 and the Chapter desires to appeal, the appeal shall be submitted in writing by the Chapter to the City Manager within ten (10) calendar days of receipt of the decision rendered at Step 3. The grievance shall specifically state the basis upon which the Grievant believes the Grievance was improperly denied at Step 3.

A meeting shall be held at a mutually agreeable time and place with the Grievant, the Manager, or his designee, the Chief of Police or his designee, the Deputy

Director of Administrative Services, the Records Manager and a Chapter Representative if one has been requested by the Grievant. Such meeting shall occur within fourteen (14) calendar days of receipt of the appeal to Step 4 unless otherwise agreed to by the parties.

If the Grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties unless both parties agree otherwise.

If no settlement is reached, the City Manager, or his designee, shall submit a written response to the Chapter within fourteen (14) calendar days following the meeting.

### **Section 8.3   Arbitration**

If the grievance is not settled in Step 4, and the Chapter wishes to appeal the Grievance from Step 3, the Chapter may refer the matter to arbitration (hereinafter "Arbitration"), as described below, within fourteen (14) calendar days of receipt of the City's written answer as provided to the Chapter at Step 3. If a Grievance is not referred to Arbitration within the timeframe specified, it shall be considered settled on the basis of the City's response at Step 3 and no referral to Arbitration may be made.

- 1) The City and the Chapter shall attempt to agree upon an arbitrator (hereinafter "Arbitrator") within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, pursuant to its Labor Arbitration Rules from the "Metropolitan" Area (125-mile radius). The parties agree that they can mutually reject an entire panel and request that a new panel be submitted before the striking process begins. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one Arbitrator is selected. If the Arbitrator selected is unavailable for hearing for more than six (6) months a new Arbitrator will be selected from either the current panel or a new panel if requested by either party.
- 2) The Arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and City representatives.
- 3) More than one Grievance may be submitted to the same Arbitrator only if both parties mutually agree to do so in writing.
- 4) Both parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to the Arbitrator. Those facts and issues agreed upon shall be designated

as "Agreed". Those facts and issues not agreed upon shall be designated as "Disputed – Grievant's Disputed Statement of Facts & Issues" or "Disputed – City Disputed Statement of Facts & Issues".

- 5) The City and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Each party shall bear the costs of its own witnesses and for the production of documents.
- 6) The City and the Chapter retain the right to employ legal counsel at their own expense.
- 7) The Chapter and the City may request that, if possible, the Arbitrator submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 8) The fees and expenses of the Arbitrator shall be divided equally between the City and the Chapter.
- 9) If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party also desires a copy of the record, it shall share equally in the cost of the record. In the event that the Arbitrator requests a copy of the transcript, the parties shall share equally in the cost of the record.

#### **Section 8.4   Limitations on Authority of Arbitrator**

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been violation, misinterpretation or misapplication of the specific provisions of this Agreement. The Arbitrator shall be empowered to determine the issue raised by the Grievant as submitted in writing at Step 1. The Arbitrator shall have no authority to make a decision on any issue not so submitted or raised by the Grievant.

The Arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law.

The Arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under the Constitution of the State of Illinois, state statutes, and applicable court decisions. Any decision or award of the Arbitrator rendered within the limitations of this Section shall be final and binding upon the City, the Chapter and the Records Specialists covered by this Agreement.



**Section 8.5 Grievance Processing**

Reasonable time while on duty, subject to the employer's staffing needs, shall be granted to a designated union representative (a maximum of two (2) employees shall be so designated) for aiding, assisting or otherwise representing employees in the handling and processing of grievances, and shall be without loss of pay.

## **ARTICLE 9**

### **DISCIPLINE**

#### **Section 9.1**    **Discipline for Just Cause**

In general, the City will practice progressive discipline. Record Specialists shall not be disciplined except for just cause. When just cause exists, the City shall have the right to invoke one or more of the following disciplinary measures set forth below.

#### **Section 9.2**    **Verbal Counseling or Written Reprimand**

This is a censure, expressing formal disapproval of the action or actions of a Record Specialist, but carries no loss of privileges. Verbal counseling will be recorded in writing in the Record's Manager File and will not be recorded in the employee's official personnel file. A verbal counseling shall not be subject to the Grievance or Arbitration procedures provided for in this Agreement.

A written reprimand may be issued by the Records Manager or by a supervisor in the Records Department. When a supervisor issues a written reprimand, it should be countersigned by the Records Manager. A copy of the written reprimand shall be given to the Record Specialist and another shall be placed in the Record Specialist's personnel file.

#### **Section 9.3**    **Suspension Without Pay**

This is the temporary removal of a Record Specialist from employment accompanied by a concurrent and temporary loss of wages. The Police Chief, or his designee, has the authority to implement a suspension of a Record Specialist up to a maximum of three (3) days. Any suspension greater than three (3) days must be approved by the City Manager.

#### **Section 9.4**    **Termination of Employment**

Termination of employment is the act of discharge from employment and the permanent loss of all privileges of employment. The Records Manager may recommend to the Police Chief, or his designee, that a Record Specialist be terminated from her employment. This provision does not waive any right an employee may have under the Grievance Procedure set forth in Article 8.

#### **Section 9.5**    **Conduct**

The parties agree that they shall treat each other with respect and courtesy.

#### **Section 9.6**    **Disciplinary Questioning**

Nothing herein shall be construed as a waiver of Record Specialists' rights under the Illinois Public Labor Relations Act to union representation during disciplinary questioning if requested.

## ARTICLE 10

### DRUG FREE WORKPLACE

#### Section 10.1 Drug Free Workplace

The provisions of the City's Drug Free Workplace Policy as set forth in the City Employee Policy Manual ("EPM") as amended from time to time and the provisions set forth below shall govern drug and alcohol testing and promote a drug free workplace. To the extent there are any conflicts between the provisions set forth below and the Drug Free Workplace Policy in the EPM, the provisions below shall prevail.

#### Section 10.2 Right to Consult

If a Records Specialist is ordered to submit to testing authorized by this Agreement, she shall be permitted to consult with a Member representative of the Union within a reasonable time, not to exceed thirty (30) minutes from the time the order is given, as long as such consultation does not interfere with the timely execution of the order.

#### Section 10.3 Right to Contest

The Chapter and/or the member, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Article contesting the basis for the order to submit to the tests, the administration of the tests, the significance and accuracy of the tests, or results or any other alleged violation of this Article. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that members may have with regard to such testing. Members retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Chapter.

Any Last Chance agreement subject to this policy shall permit the Grievant to challenge whether the violation occurred, but not the level of discipline.

## ARTICLE 11

### LAYOFF AND RECALL

#### Section 11.1 Layoff

The City, in its discretion, shall determine whether layoffs are necessary. If the City determines that layoffs are necessary, members covered by this Agreement will be laid off in accordance with their length of service as a Records Specialist within the Records Unit. Except in an emergency, no layoff will occur without at least fifteen (15) calendar day notification to the Chapter, in order to afford the Chapter the opportunity to provide advisory input through a labor management meeting, provided this process will not be used to delay the layoffs.

## **Section 11.2 Recall**

Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. However, members recalled to duty shall be subject to a reasonable amount of retraining at the discretion of the Chief of Police, members who are eligible for a recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the member by certified or registered mail with a copy to the Chapter, provided that the member must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the member, it being the obligation and responsibility of the member to provide the Police Chief or his designee with his latest mailing address. If a member fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond, provided the recall requests are over ninety (90) days apart.

## ARTICLE 12

### LABOR-MANAGEMENT CONFERENCES

#### Section 12.1 Purpose of Labor Management Meetings

In the interest of harmonious employee relations and to promote a unified interpretation and application of the terms of this Agreement, the parties agree that it is desirable that meetings be held from time to time between Record Specialists and Records Section management (hereinafter "Labor Management Meetings"). Such meetings may be initiated at any time by either the Records Manager or a Chapter Representative. The date, time, place, and agenda for such meetings shall be mutually agreed upon.

Staff meetings scheduled by the Records Manager shall not be considered Labor Management Meetings.

Labor Management Meeting topics may include, but are not limited:

- 1) discussion on the implementation and general administration of this Agreement;
- 2) a sharing of general information of interest to the parties;
- 3) notifying the Chapter of changes in conditions of employment contemplated by the Employer which may affect members;
- 4) safety issues.

#### Section 12.2 Scope of Labor Management Conferences

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

#### Section 12.3 Attendance

Attendance at Labor Management Meetings shall be voluntary on the Record Specialists' part. On duty Record Specialists may attend such meetings without loss of compensation so long as the Record Manager determines that there is sufficient coverage of the Records Section. Employees attending Labor Management Meetings while off duty shall not be compensated for their time.

#### Section 12.4 Employee Email

Employees acting as bargaining team members and/or stewards shall be authorized to utilize the Employer's email system to communicate with the Union and bargaining unit members, provided that such communication is limited to Union business.

## ARTICLE 13

### SICK LEAVE PAY OUT

#### Section 13.1 Sick Leave Bonus upon Separation if Eligible for Retirement

On his/her final day of work, an IMRF retirement-eligible employee may convert up to 720 hours (90 days) of earned but unused sick leave as provided herein. Payment will be made at the salary rate in effect as of the last day worked, minus applicable deductions. Subject to Plan requirements, the City shall contribute the amount payable as the sick leave bonus into the employee's Sec. 457 Deferred Compensation plan account, up to the plan limits or into a Retiree Health Savings Plan (RHSP). If the payment is made to the Section 457 Plan, any amount over the Section 457 plan limits will be placed by the City into the employee's 401(a) account at retirement.

Effective July 19, 2005, the City Council adopted a Retiree Health Savings Plan (RHSP). Non-union employees covered by the IMRF Pension Fund who retire on or after July 22, 2005, will participate in the RHSP if they meet the plan criteria. Rather than having the sick leave bonus placed into the employee's Sec. 457 or 401 (a) plans, the City shall contribute the sick leave bonus to the RHSP (minus applicable deductions, if any) if the employee meets the plan criteria. The RHSP entitles eligible employees, as defined in the plan document of the RHSP, to have the City contribute on their behalf the cash equivalent of their sick leave bonus (up to 90 days, or 720 hours, of earned but unused, unpaid sick leave) to the RHSP to be used for the payment of health insurance premiums and other eligible health care expenses. The sick leave bonus eligible for contribution to the RHSP is made at the employee's salary rate in effect on his/her last day of work. To qualify for the termination bonus, an employee must:

- Be at least 55 years of age on his/her last work day, and
  - Be vested with eight years of service creditable to IMRF, and
  - Be separated from employment
- Earned, unused sick leave/hours between 720 and 960 can only be used to purchase IMRF Service Credit.
  - Earned, unused sick leave over 960 hours can be used to purchase IMRF service credit as described in the following paragraph
  - Employees retiring with an IMRF pension can apply accrued but unpaid sick leave their pension service credit, at a rate of twenty (20) days of unused, sick leave for one month of service credit. An employee can purchase a maximum of one year of additional service credit with 240 sick days. This extension may not be used to qualify for a pension.

## ARTICLE 14

### BENEFITS APPLICABLE TO RECORD SPECIALISTS HIRED ON OR AFTER JULY 1, 2011 [Tier 2 Employees]

#### Section 14.1 Benefits Applicable to Records Specialists Hired on July 1, 2011 or Later

City employees hired before July 1, 2011 are referred to in the City as "Tier 1 Employees". City employees hired on or after July 1, 2011 are referred to in the City as "Tier 2 Employees".

Tier 2 Employees are entitled to certain benefits which are different from Tier 1 Employees. The following provisions in this Agreement apply to Tier 2 Employees only:

**Holidays:** Notwithstanding any other provision of Article 16 ("Holidays"), Tier 2 Employees are entitled to the same holidays as Tier 1 Employees except that they are not eligible for floating holidays.

**Paid Time Off:** Notwithstanding any other provision of Article 18 ("Time Off under TOP"), Tier 2 Employees are not eligible to participate in the City's "TOP" (Time Off Program). Tier 2 Employees shall instead be governed by the City's Paid Time Off -2011 Plan ("PTO-11 Plan) which shall govern all matters related to paid time off and utilization and all other topics included in the Plan. PTO-11 is appended hereto as **Appendix B**.

## ARTICLE 15

### HOURS OF WORK AND OVERTIME

#### Section 15.1 Application of Article

The normal work week shall consist of forty (40) hours Monday through Friday. The provisions of this Article shall be used to calculate overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

#### Section 15.2 Normal Work Hours

The parties understand and agree that the Employer has the need to staff its weekday operations on a flexible basis to ensure maximum efficiency and to cover the hours of 6:00 a.m. through 6:00 p.m. With these understandings, the parties agree to the following:

1. The Employer shall create an eight (8) hour shift schedule with varied starting times based upon its operational needs, although no shift shall start before 6:00 a.m. or after 10:00 a.m. Employees shall have the right to select their shift schedule slot consistent with the process

in Section 15.5 below.

2. The starting times and number of slots for each starting time shall be determined by the Employer in consultation with local union representatives. The Employer will consider the Union's input on the starting times and number of slots for each starting time but the Employer retains the right to make the final decision based upon its operational needs. The parties agree that they shall meet and discuss the starting time/number of slots issue prior to each shift and time off selection period referenced in Section 15.5.
3. Employees upon twenty-four (24) notice can request to temporarily change their work hours if needed for personal reasons, for a specific day or days provided the Employer agrees to the temporary change.
4. In the event that a project or other non-regular work duty needs to be accomplished, and the Employer determines that working outside of the regular hours of service would be beneficial (E.g. FOIA responses on Saturday) employees may, by agreement, adjust their work schedule so that it includes hours outside of their normal work schedule. The Employer will provide as much notice as practicable if such hours are requested.

### **Section 15.3 Court Time**

Record Specialists who are required to appear in court pursuant to subpoena for an issue related to their employment while on their off-duty time shall receive a minimum of two (2) hours pay at their overtime rate of pay.

### **Section 15.4 Time-Keeping**

Record Specialists shall swipe in and out of the timekeeping system provided by the City on a timely basis. Record Specialists who inadvertently swipe in early or late shall promptly notify their Supervisor to that effect by e-mail so that their time record may be corrected.

### **Section 15.5 Shift and Time Off Selection**

**15.5.1 Shift Selection Day.** During the first or second week of October in each year, one day shall be designated by the Employer as "Shift Selection Day". Between the hours of 3 p.m. and 5 p.m., all Specialists and the Employer shall convene in an Employer designated location. At that time each Specialist, in Seniority order, shall submit their first choice for shift schedule slot assignment and for time off (including holidays, vacation and personal days). After every Specialist has made their first choice, the process shall begin again with a second choice, and so on until each shift schedule slot and all time off has been designated. Attendance in person is preferred to complete this process. However, if a Specialist is unable to be present due to an emergency or a preapproved day off, they may attend by telephone or may email their preferred Shift and days off to the Records Manager who shall act on their behalf during selection. New shift schedule slot assignments shall take effect on January 1 of each year.



### **Section 15.6 Overtime**

Record Specialists shall have any hours exceeding forty (40) in a week paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay. Overtime pay will be in fifteen (15) minute increments. Hours worked for the purpose of overtime include paid time off, such as vacation, PTO, floating and scheduled holidays, and sick time.

Overtime may be authorized by the Records Manager or his/her designee. Overtime may be verbally approved but shall be followed up with written confirmation which may be by e-mail. Except where overtime is assigned based upon the most senior person on a Shift as set forth in 15.8 below, the overtime posting or schedule adjustment may specify that employees will be selected based on ongoing involvement in a specific matter, possession of specific skills or have a particular ability or experience. Such limitations will be reasonable and be posted in the overtime or schedule adjustment notice. If none of the above criteria apply or more than one employee meets all of the criteria, the selection shall be based upon seniority. Individual employees shall not be solicited for overtime.

Mandatory overtime may be required by the Records Manager for all Record Specialists.

### **Section 15.7 No Pyramiding**

Overtime compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

### **Section 15.8 Shift Coverage for Unscheduled Absences**

An individual scheduled to work a shift schedule slot who is sick or unable to work due to an emergency (hereinafter referred to as a "Call In") shall notify the Records Manager or Supervisor, or their designee, as soon as possible, but not less than two (2) hours in advance of the start of their shift schedule slot.

The Records Manager shall, at his/her sole discretion, determine whether it is necessary to provide coverage for the Call In. If coverage is deemed necessary, the Records Manager may request an individual from any shift schedule slot to either hold over or come in early for up to four (4) hours. If no one accepts the opportunity for coverage of the Call In, the Records Manager shall designate the individual with the lowest seniority scheduled that day to perform the work. Individuals who have a scheduled day off shall also be contacted.

### **Section 15.9 Temporary Shift Coverage for Extended Absences**

In the event that a Record Specialist will be absent from her shift schedule slot for an extended period of time, the Records Manager may, at his/her sole discretion, notify the Record Specialists of the situation and seek volunteers to provide coverage for the affected slot. If more than one Record Specialist desires to fill the temporarily vacant slot, seniority shall govern selection of the

individual assigned.

**Section 15.10 Switching of Shift Schedule Slots**

Record Specialists may request to be allowed to switch shift schedule slots so long as the switch occurs during the same work week and does not trigger any overtime. The request shall be submitted in writing, signed by both Record Specialists, and directed to the Records Manager for approval. Once a slot switch has been approved, the Record Specialists shall be required to honor their request.

**Section 15.11 Interpreting**

In the event that a Record Specialist is requested by the Employer to assist with interpretation on site (at the Police Department), the Record Specialist shall do so. In the event that a Record Specialist is requested to go off site to interpret on behalf of the Employer, he or she shall have the right to deny such request and such denial shall in no way be a basis for discipline against the Record Specialist. If the Record Specialist consents to assist with interpreting off site, he or she shall be escorted to and from the site by a representative of the Police Department. The Records Manager or Supervisor shall be informed of any occurrence where a Record Specialist assists with interpreting and shall make any necessary accommodation to that Record Specialist's workload.

## **ARTICLE 16**

### **HOLIDAYS**

#### **Section 16.1 Holidays**

Twelve (12) paid holidays will be granted to Record Specialists as follows:

- New Year's Day
- Memorial Day (last Monday in May)
- July 4th
- Labor Day (first Monday in September)
- Veterans' Day
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Eve
- Christmas Day
- Three (3) Floating Holidays (not applicable to employees on PTO -11) Floating holidays must be used in one day increments and are subject to the prior approval of the Records Manager.

By October of each calendar year, the upcoming year's actual holiday schedule will be published by the Employer's Human Resources Department. Generally, when an above-listed holiday falls on a Saturday, it will be observed on the preceding Friday. Generally, when an above-listed holiday falls on a Sunday, it will be observed on the following Monday. When a particular calendar year presents a need to deviate from this holiday observance procedure (e.g., during leap years), the final decision will be at the discretion of the City Manager and published by Human Resources.

#### **Section 16.2 Holiday Compensation**

Eight (8) hours of straight time shall be paid to all regular and Introductory period full-time Record Specialists for each Holiday.

A Record Specialist on paid leave will receive holiday pay for any Holiday that falls during said leave period, provided the work day immediately prior to and immediately following the Holiday are paid leave or paid work days. If a Record Specialist takes an unpaid day off on the workday immediately before or after a Holiday listed in Section 16.1 above, she will not receive pay for that Holiday.

Should a Record Specialist be required to work on a scheduled Holiday listed in Section 16.1 above (other than a floating holiday), she will be paid one and a half times (1 ½) her regular rate of pay for each hour worked in addition to receiving eight (8) hours of straight time for holiday pay.

If a Record Specialist is on an unpaid leave, she will not receive holiday pay. A suspension without pay will result in the loss of holiday pay.

Record Specialists are not eligible for payment in lieu of holidays.

## ARTICLE 17

### LEAVES

#### SECTION 17.1      Funeral Leave

When there is a death in the immediate family, a full time Record Specialist will be granted up to three consecutive work days off between the date of death and the date of the funeral or other memorial service. A work day is defined as an employee's regularly scheduled hours for that day. These hours shall be granted without loss of pay and without charge to accrued leave.

Immediate family is defined as spouse, parents, parents-in-law, children, brothers and sisters, brothers- and sisters-in-law, grandchildren, grandparents, grandparents of spouse or other persons who have been members of the employee's household at the time of death (this list includes relationships of "step," "half," and "great.")

Time taken in addition to the three consecutive work day funeral leave may be taken under other provisions of this Agreement at the discretion of the Record Specialist with approval of the Records Manager and will be chargeable to other accrued leaves excluding sick leave.

#### SECTION 17.2      Military Leave

A Record Specialist shall receive military leave and seniority in accordance with applicable law as amended from time to time.

#### SECTION 17.3      Jury Duty Leave

Record Specialists called upon for jury duty shall notify the Records Manager as soon as possible. Straight time pay for eight (8) hours per day will be paid for the period served if the Records Specialist provides documentation evidencing the actual days she performed jury duty. A Record Specialist's time served on jury duty shall not be charged against sick time or vacation time and shall be considered as time worked. Record Specialists may keep any payment for jury duty served.

**ARTICLE 18**

**TIME OFF UNDER TOP**

**Section 18.1 Time Off Plan ("TOP")**

Except as provided below, the City of Naperville Time Off Plan ("TOP") attached hereto as **Appendix C** is incorporated into this Agreement by reference. TOP shall govern all matters related to vacation time, sick time accrual and utilization and all other topics included in the Plan.

Records Specialists will be allowed to accrue up to one hundred percent (100%) or one year of their annual PTO accruals as set forth below. Once a Records Specialist reaches the maximum accrual of one year, they will no longer accrue additional PTO until they are below the one year maximum cap.

**Time Off Plan (TOP) - Paid Time Off (PTO)**

Paid Time Off (PTO) eliminates the distinction between sick and vacation. PTO is an accrual of time, which an employee can use for any purpose such as vacation, other leisure time, personal illness, or to care for another person who is ill.

PTO is earned each pay period, effective with the first pay period of employment. Accruals are posted to the employee's record each pay period. Employees who regularly work less than a 40-hour workweek will have their PTO accrual prorated accordingly. Accruals are based on budgeted hours for the position, not on actual hours worked. For example, an employee in a 20 hour per week position who temporarily works 25 hours per week will still receive accruals based on the originally budgeted 20-hour work week.

PTO time will not be earned during any period of unpaid leave. A maximum 1-year accrual of PTO time may be accumulated at any one time. When the maximum 1 year accrual cap is reached no additional PTO is earned until the employee uses sufficient time to bring their accruals below the maximum accrual limit. PTO is earned according to the following schedule after June 9, 2002.

Start of Year	Annual PTO Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	120	4.62	120
2	120	4.62	120
3	120	4.62	120
4	120	4.62	120
5	160	6.15	160
6	160	6.15	160
7	160	6.15	160
8	160	6.15	160

9	160	6.15	160
10	160	6.15	160
11	200	7.69	200
12	200	7.69	200
13	200	7.69	200
14	200	7.69	200
15	200	7.69	200
16	208	8.00	208
17	216	8.31	216
18	224	8.62	224
19	232	8.92	232
20 +	240	9.23	240

Accrual is rounded on the last pay period of the calendar year to balance the accruals required.

Usage of PTO is governed by each department's work rules and is subject to supervisory approval. All accrued PTO will be paid out at the time an employee separates from employment.

**ARTICLE 19**

**UNIFORMS AND EQUIPMENT**

**19.1 Uniforms and Equipment**

Any specialty uniforms or equipment required shall be provided by the Employer.



**ARTICLE 20**

**SUBCONTRACTING**

**Section 20.1 Subcontracting**

The City shall have the right to subcontract out any work it deems necessary when such subcontracting will not cause the layoff or reduction of force of any bargaining unit members.

**ARTICLE 21**

**TUITION REIMBURSEMENT PROGRAM**

**Section 21.1 Tuition Reimbursement Program**

Record Specialists shall be eligible to participate in the City's Tuition Reimbursement Program in the same manner and subject to the same terms and conditions as non-union employees of the City.

## ARTICLE 22

### MEDICAL, DENTAL AND LIFE INSURANCE

#### Section 22.1

Record Specialists participating in the City's medical insurance and/or dental insurance program(s) shall pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the City, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted each year of the contract on January 1. The City shall have the right to implement new employee premium contribution rates on January 1 of each year consistent with the above language regardless of whether the collective bargaining agreement has expired. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance. The premium amounts and employee premium contribution amounts for 2020 are appended hereto as **APPENDIX D**.

#### Section 22.2

The Employer agrees to continue medical and dental benefits provided for in this Article as set forth on the plan summary sheets appended to this agreement as **APPENDIX E**. If during the term of this agreement the City modifies the terms of these medical plans and implements the modifications with all non-sworn police department employees, the Union agrees to consent to implementation of the modified terms for members of its bargaining unit. Nothing in this Agreement restricts the City's right: to change insurance carriers, plan administrators or networks; to self-insure and to change the method or manner of self-insurance; to change benefit levels as directed by the City Council; to implement a health insurance program with multiple plan options (that may include but is not limited to a high deductible plan, Health Savings Account, or Health Reimbursement Account); to participate in programs to reduce health insurance costs, or to utilize health maintenance organizations or other similar groups, provided that the coverage and benefit levels are the same for employees under this Agreement as provided to all other non-union employees of the City, as the same may be changed from time to time by the City.

#### Section 22.3 Life Insurance

Record Specialists shall be provided a life insurance benefit and an accidental death and dismemberment benefit under the same terms and conditions as such benefits are available to non-union employees of the City. The Employer will provide to all employees, life insurance in an amount equal to one and one-half (1 1/2) times the employee's base salary. A supplemental optional life insurance plan is also available for purchase by Record Specialists.

**Section 22.4 Medical Expense Reimbursement Plan, Dependent Care Plan, and other Voluntary Programs**

Record Specialists shall be allowed to participate in the City's Medical Expense Reimbursement Plan, Dependent Care Plan, and any other policies or plans made available by the City on a voluntary basis in the same manner and to the same extent as such policies and plans are available to non-union employees of the City.

**Section 22.5 Terms of Policies to Govern**

The extent of coverage under the insurance policies or programs referred to in this Article shall be resolved in accordance with the terms and conditions of said policies, rules, and guidelines (including provisions governing self-insurance) and shall not be subject to the Grievance Procedure provided for in Article 6 herein.

**ARTICLE 23**

**WAGES AND COMPENSATION**

**Section 23.1**

Employees shall be paid consistent with the rates in **APPENDIX F**. Step level is based on years of service in the City. Step increases will be implemented on an employee's first anniversary date and on January 1 thereafter, no later than the pay period after the employee reaches the listed years of service.

## **ARTICLE 24**

### **SUPERVISORY WORK**

#### **Section 24.1 Supervisory Work**

The parties agree that the Record Manager may perform bargaining unit work consistent with past practice in the Records Department so long as performance of bargaining unit work by the Record Manager does not result in any full time bargaining unit member being scheduled for less than 40 hours of work in a week and does not result in any part time bargaining unit member being scheduled for less than the number of hours in their normal work week.

However, if a bargaining unit member has been laid off status and is subject to recall in accord with Article 11/Layoff and Recall, Section 11.2, the Record Manager shall not perform more than 4 hours of bargaining unit work a day.

The City agrees that it is not the intent of the City to use supervisory work to supplant current bargaining unit positions and the Union agrees that it is not the intent of the Union for this provision to act as a guarantee of staffing levels.

**ARTICLE 25**

**BULLETIN BOARDS**

**Section 25.1 Bulletin Boards**

The City will provide the Chapter with a bulletin board in a designated location which will be accessible to all Record Specialists upon which the Chapter may post its notices subject to approval of the Record Manager. If there is any objectionable material on the bulletin board, the Record Manager will remove it and provide the Chapter with an explanation.

**ARTICLE 26**

**SAVINGS CLAUSE**

**Section 26.1 Savings Clause**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by existing or subsequently enacted Federal or State legislation, or by Executive Order or any Federal or State boards or agencies, or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party hereto, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.



## ARTICLE 27

### TERM

#### Section 27.1 Term of the Agreement

This Agreement shall be effective January 1, 2019 and shall remain in full force and effect until December 31, 2022. It shall continue in effect from year to year thereafter unless notice of termination or demand to bargain is given in writing by certified mail by either party not less than sixty (60) nor more than one hundred twenty (120) days before December 31, 2022 or any subsequent annual expiration date.

Notices under this Article shall be addressed by the Employer to the Chapter to the attention of the President, Metropolitan Alliance of Police at 215 Remington Blvd., Bolingbrook, IL 60440, and to the employer by the Chapter to the attention of the City Manager at 400 South Eagle Street, Naperville, IL 60540.

Either party may, by written notice, change the address to which such notice shall be given. The notices referred to herein shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the date of receipt.

#### Section 27.2 Unit Clarification Petition

The existing members of MAP Chapter 582 have no objection to a unit clarification (UC) petition that would merge MAP Chapter 582 and MAP Chapter 744. Representatives from MAP Chapter 582 agree to meet with representatives from MAP chapter 744 and the City prior to the expiration of this agreement to discuss any proposed UC petition.

## **ARTICLE 28**

### **COMPLETE AGREEMENT**

#### **Section 28.1 Entire Agreement**

This Agreement, upon ratification, supersedes and cancels all prior practices, policies, procedures and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provide in the Management Rights Clause in Article 3.

The parties 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 matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this day of March 26, 2020.

**METROPOLITAN ALLIANCE  
OF POLICE CHAPTER 582**

\_\_\_\_\_

Metropolitan Alliance of Police

K n S

President, Metropolitan Alliance of Police

Date: March 26, 2020

**CITY OF NAPERVILLE**

Doug A Krieger  
Douglas A. Krieger  
City Manager

ATTEST  
By: Pam Gallahue  
Pam Gallahue, Ph.D.  
City Clerk

Date: March 11, 2020



APPENDIX A  
GRIEVANCE FORM



METROPOLITAN ALLIANCE OF POLICE  
GRIEVANCE REPORT

215 North 4th Street, Suite 400  
Birmingham, AL 35203  
Phone: (205) 733-4925 Fax: (205) 733-1502

Grievant's # \_\_\_\_\_

Chapter # \_\_\_\_\_

Grievant's Name (Last, First, MI) _____		Badge # _____	Division/Unit _____
Incident Date _____	Contract Section/Violation _____	Presented by _____	EPAC Submission Date _____
<p>(Use this area to describe the grievance, including a copy of the contract article involved and any other relevant information.)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>			
<p>Step 1: Employer's Response</p> <p>_____</p> <p>_____</p>			Date _____
<p>Step 2: Union's Response</p> <p>_____</p> <p>_____</p>			
<p>Step 3: Mediator's Response</p> <p>_____</p> <p>_____</p>			
<p>Step 4: Arbitrator's Response</p> <p>_____</p> <p>_____</p>			

White to Employer \* Yellow to Union \* Pink to Steward \* Gold to Grievant

## APPENDIX B



City of Naperville  
Employee Policy Manual

3.22 Leave Policies - PTO - 11

Document Owner: HR Generalist  
Approved by: City Manager

Version: 3  
Effective Date: 8/1/13

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://vmpmn>.

Introduction

The Paid Time Off - 2011 Plan hereafter referred to as PTO-11 was approved by the City Council on June 21, 2011 and was implemented on July 1, 2011. All employees hired on or after July 1, 2011, automatically have PTO-11 as their leave plan with the following exception:

- o Employees whose Collective Bargaining Agreements have other provisions

Utilization of PTO-11 during a new hire probationary period is subject to supervisory approval.

Paid Time Off (PTO-11)

Paid Time Off (PTO-11) eliminates the distinction between sick and vacation. PTO-11 is an accrual of time which an employee can use for any purpose (such as vacation, other leisure time, personal illness, to care for another person who is ill, etc.). PTO-11 encompasses all time off, including floating holidays, personal days, exempt benefit days, etc. It does not include bereavement/funeral leave, jury duty or military leave.

New full-time employees earn a total of 120 hours of PTO-11 in the first year of employment. New employees will not be eligible to take PTO-11 time during their first 30 days of employment. After 30 days, 5 days (40 hours) of PTO-11 time will be placed in the new employee's accrual bank. Separately, new employees accrue the other 80 hours over 26 pay periods during their first 12 months (up to the annual maximum accrual allowed).

Thereafter, every year on the employee's anniversary date, an additional 8 hours of PTO-11 time will be added to their annual accrual, up to a maximum of 240 hours (*see the accrual schedule below*).

Employees who work less than a 40-hour workweek will have their PTO-11 accrual prorated accordingly. PTO-11 time will not be earned during any period of unpaid leave.

A maximum 1-year's worth of accrual of PTO-11 time may be accumulated at any one time. When this maximum accrual allowed is reached, PTO-11 accruals are capped and no further accruals occur until the accrued time is "used down" to less than the maximum allowed.

PTO-11 is earned according to the following schedule effective August 1, 2013:

Start of Year	Annual PTO-11 Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	120	3.08**	120
2	128	4.92	128
3	136	5.23	136
4	144	5.53	144
5	152	5.84	152
6	160	6.15	160
7	168	6.46	168
8	176	6.76	176
9	184	7.07	184
10	192	7.38	192
11	200	7.69	200
12	208	8.00	208
13	216	8.30	216
14	224	8.61	224
15	232	8.92	232
16+	240	9.23	240

\* Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

\*\* 3.08 hours will accrue each pay period for 26 pay periods. After 30 days of employment, the employee will realize these accruals, plus an initial deposit of 40 hours of PTO in his/her PTO-11 accrual bank.

Should a paid holiday fall within an employee's scheduled paid time off, his/her PTO-11 accrual will not be charged.

Usage of PTO-11 is governed by each department's work rules. PTO-11 must be scheduled in advance and have supervisory approval, except in the case of illness or emergency. All accrued PTO will be paid out at the time an employee separates from employment.

#### Compensatory Time

Compensatory time may or may not be permitted depending on departmental work rules. For those departments that permit compensatory time the following applies: Compensatory time allows any non-exempt employee to bank payment for overtime hours worked and use it as paid leave time later on. For example, if an employee works 4 hours of overtime (at 1 1/2 times the employee's regular rate of pay) and elects to have those hours banked as compensatory



(time, 6 hours would be credited to his compensatory time bank. Utilization of compensatory time is subject to supervisory approval. A maximum of 40 hours of compensatory time may be accrued at any one time. An employee may elect to have compensatory time paid out on any subsequent paycheck. All accrued compensatory time will be paid out at the time an employee separates from employment.

#### **Bridge to IMRF Disability**

Employees possessing at least 1 year of IMRF service credit are potentially eligible for IMRF Short-Term Disability. IMRF Disability is the program that pays 50% of salary for a medically disabled employee has been out of work for 30 calendar days.

Should a City of Naperville employee, as a member of the PTO-11 paid time off program (and eligible for IMRF Disability) fail to possess sufficient paid time off accruals to reach his 31<sup>st</sup> calendar day, the City, then, will provide additional paid leave to that employee in order to "bridge the gap" until that 31<sup>st</sup> calendar day out (when the IMRF Disability benefit would normally engage assuming proper medical paperwork is received by IMRF).

This paid "Bridge to IMRF Disability" will only occur under the following circumstances:

1. The employee him/herself has a medical condition eligible for IMRF temporary disability benefits, and
2. The employee has applied for IMRF Disability leave, and
3. The employee has exhausted all PTO-11 leave.

The (paid) "Bridge to IMRF Disability" will be limited to the number of paid hours required for the employee to reach the IMRF disability benefit (i.e., a maximum of 20 work days to reach the 31<sup>st</sup> calendar day out). The paid time off bridge benefit will be limited to once in any 12-month period, per employee.

## APPENDIX C



City of Naperville  
Employee Policy Manual

TA  
CWA  
10-3-11

**Leave Policies - Time Off Plan (TOP)**

Document Owner: HR Council/

Version: 1

Approved by: City Manager

Effective Date: 10/19/2004

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://mcweb1>.

Leave Policies - Time Off Plan (TOP) - Introduction and Conversion

Leave Policies - Time Off Plan (TOP) - Comments

Leave Policies - Time Off Plan (TOP) - Paid Time Off (PTO)

Leave Policies - Time Off Plan (TOP) - Sick Leave

Leave Policies - Time Off Plan (TOP) - Elimination Period

Leave Policies - Time Off Plan (TOP) - PTO Cash Out

Leave Policies - Time Off Plan (TOP) - Compensatory Time

Leave Policies - Time Off Plan (TOP) - Sick Leave Duration Bank

Leave Policies - Time Off Plan (TOP) - Sick Leave Incentive 401(a)

Leave Policies - Time Off Plan (TOP) - Conversion of Sick Leave at Separation, Retirement or During Employment



**City of Naperville  
Employee Policy Manual**

*Min  
10-3-11*

**Leave Policies - Time Off Plan (TOP) - Introduction and Conversion**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 04/01/2005

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://meweb1>.

TOP was implemented on June 9, 2001. All employees hired on or after June 9, 2001, automatically have TOP as their leave plan with the following exceptions:

- Fire Department employees working shifts or eligible to return to shifts
- Employees whose Collective Bargaining Agreements have other provisions

All employees hired on or after June 9, 2001, will begin accruing PTO and sick time immediately. Utilization of PTO during a new hire introductory period is subject to supervisory approval.



City of Naperville  
Employee Policy Manual

TA:  
CCM  
10-3-11

**Leave Policies - Time Off Plan (TOP) - Components:**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://mteweb1>.

TOP has several components:

- Paid Time Off (PTO)
- Sick Leave
- Elimination Period
- PTO cash out
- Compensatory Time
- Sick Leave Donation Bank
- Sick Leave Incentive: 401(a)
- Payment and Conversion of Leave Time at Retirement and Separation

To benefit from any and all features of TOP, an employee must elect TOP. It is important to note that TOP does not eliminate the benefit of personal days, holidays, floating holidays and supervisory days (as applicable).



City of Naperville  
Employee Policy Manual

**Leave Policies - Time Off Plan (TOP) - Sick Leave**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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CJ  
10-3-11

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://mcweb1>.

Employees will accrue 80 sick leave hours per year (3.08 hours each pay period) up to a maximum of 960 hours (accrual and limitation is prorated for employees scheduled less than 40 hours per week).

Employees who converted to TOP with an excess of 960 hours will not earn sick leave until their balance is reduced by utilization to below the 960 hour maximum. Sick leave will be earned in the same pay period as the employee's sick leave drops below 960 hours.

Employees may transfer unused PTO time into their sick leave account if they have less than 960 hours accrued.

Employees may convert 10 sick days to 1 PTO day anytime their sick leave bank is in excess of 960 hours.



City of Naperville  
Employee Policy Manual

### 3.6.5 Leave Policies - Time Off Plan (TOP) - Elimination Period

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

Handwritten notes: "M", "CJJ", "10-2-11"

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://mcweb1>.

An employee may only utilize sick leave after a 2-day Elimination Period. The first full two days of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as an employee's spouse, children, parents, parents-in-law, sisters and brothers and other members of the employee's household) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave.

An employee may draw from PTO, personal leave, floating holidays, supervisory days or compensatory time to satisfy a 2-day elimination period. Employees will have different elimination periods depending upon the number of hours in their scheduled workday. Employees who work 4, 10-hour days will have a 20-hour elimination period (2, 10-hour days). Employees who work 5, 4-hour days, will have an 8-hour elimination period (2, 4-hour days). Unpaid leave may not be utilized to satisfy a 2-day elimination period until all paid leaves have been exhausted.

Employees will have to exhaust only one elimination period for an on-going or re-occurring serious illness or disability (for themselves or their immediate family members, as defined by the FMLA) so long as the illness or disability is certified by a Physician under the FMLA; or it meets the FMLA definition of a serious medical condition.

Fathers and adoptive mothers may utilize up to 5 sick days for the birth or adoption of their child after satisfying an elimination period.

Employees may not switch their planned PTO time to sick leave unless they are admitted to the hospital and a 2-day elimination period has been satisfied first.



City of Naperville  
Employee Policy Manual

**Leave Policies - Time Off Plan (TOP) - PTO Cash Out**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

TA:  
CJW  
10-3-04

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://mcweb1>.

Employees may cash out up to a maximum of 48 PTO hours on a fiscal year basis if they have at least 640 hours of sick leave accrued.





City of Naperville  
Employee Policy Manual

**Leave Policies - Time Off Plan (TOP) - Compensatory Time**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

TR: [unclear]  
10-3-11

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://mcweb1>.

Compensatory time allows any non-exempt employee to bank payment for overtime hours worked and use it as paid leave time later on. For example, if an employee works 4 hours of overtime (at 1 1/2 times the employee's regular rate of pay) and elects to have those hours banked as compensatory time, 6 hours would be credited to his compensatory time bank. Utilization of compensatory time is subject to supervisory approval.

A maximum of 40 hours of compensatory time may be accrued at any one time unless otherwise specified under a collective bargaining agreement. An employee may elect to have compensatory time paid out on any subsequent paycheck. (An employee may not take compensatory time off in the same pay period as that in which the compensatory time is earned.) All accrued compensatory time will be paid out at the time an employee separates from employment.

In cases where a non-exempt employee is promoted or transferred to an exempt position, if they have accrued compensatory time, they must either use it before their effective promotion date, or cash it out prior to the start of their new exempt position.



City of Naperville  
Employee Policy Manual

**Leave Policies - Time Off Plan (TOP) - Sick Leave Donation Bank**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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CJL  
10-2-11

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://moweb1>.

A sick leave donation bank has been established to continue the income of eligible employees under the following circumstances:

- An employee's own non-job related, serious illness, until the employee is eligible to draw disability payments from his/her pension fund.
- To care for a member of an employee's immediate family (defined as an employee's spouse, parent or child) who has a serious health condition as defined under the Family and Medical Leave Act (FMLA) and is certified as such by a Physician.

Employees may withdraw a maximum of 160 sick leave hours during their employment with the city. To withdraw time from the Sick Leave Donation Bank, an employee must be a participant in the Bank. To participate, an employee must have at least 160 sick hours accrued and have donated at least 8 hours to the Bank. An employee may donate a maximum of 40 hours of sick leave to the Bank in any calendar year. Donations to the Sick Leave Bank are irrevocable.

To withdraw from the Bank, an employee must have depleted all other accrued leaves and have submitted all necessary documentation required under FMLA, IMCI<sup>2</sup> or other pension fund. An employee who withdraws time from the Bank does not have to "repay" the Bank at a later date.

The requirements and benefits afforded under the Sick Leave Bank program are pro-rated accordingly for part-time employees.



**City of Naperville  
Employee Policy Manual**

**Leave Policies - Time Off Plan (TOP) - Sick Leave Incentive: 401(a)**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

TH: CJJ  
10-3-11

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://mcweb1>.

Each year, employees who utilize 3 or less workdays/24 hours of sick leave (pro-rated for part-time employees and those employees working a flexible schedule) will be eligible for a sick leave incentive. The incentive is calculated by multiplying the employee's current wage rate by the multiplier in the following table:

Years of service completed (completed employment)	Days of Pay (based on full-time (based on full-time))
1-4 years	1.00 day (8 hours)
5-9 years	1.15 days (9.2 hours)
10-14 years	1.35 days (10.8 hours)
15-19 years	1.40 days (11.2 hours)
20-24 years	1.50 days (12 hours)
25-29 years	1.75 days (14 hours)
30+ years	2.00 days (16 hours)

The following are examples to illustrate the design of the program:

Sam is a full-time, 13-year employee who works 8-hour days at an hourly wage rate of \$20.00 per hour. Sam utilizes only 10 sick hours in a year. Sam is eligible for a sick leave incentive of \$216.00 which is calculated as follows: 8 hours x \$20.00 per hour x 1.35 days = \$216.00

George is a 2-year, part-time employee who works 20 hours per week (five days a week, 4 hours a day) at an hourly wage rate of \$15.00 per hour. George utilizes 12 sick hours in a year. George is eligible for a \$60.00 sick leave incentive as follows: 4 hours x \$15.00 per hour x 1 day = \$60.00

The sick leave incentive will be paid by the city into the employee's individual 401(a) account. The city's contribution is pre-tax. Employees will manage their own investment options available in the 401(a) plan. All funds in an employee's 401(a) account are portable upon separation from employment.

The sick leave incentives will be paid by the end of August each year for the TOP year that runs from July 1<sup>st</sup> to June 30<sup>th</sup>.



City of Naperville  
Employee Policy Manual

**Leave Policies - Time Off Plan (TOP) - Conversion of Sick Leave at Separation, Retirement or During Employment**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://mcwob1>.

Sick leave that is earned beyond 120 days (960 hours) may be converted to Paid Time Off (PTO) at the rate of 10 sick leave days for one day of vacation and be paid in cash. Due to the maximum accrual of 960 hours under TOP, this provision will only apply to employees hired before June 9, 2001 and who elected TOP with an excess of 960 sick leave hours.

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## APPENDIX D

## City of Naperville 2020 Rates

	Total Monthly Premium	80% Employer Monthly Rate	20% Employee Monthly Rate	City Cost 24 per pays	Employee Cost per 24 pays
<b>Blue Cross Medical Plans</b>					
<b>HMO Blue Advantage</b>					
Employee	\$ 686.03	\$ 548.82	\$ 137.21	\$ 274.41	\$ 68.61
Employee + Spouse	\$ 1,357.25	\$ 1,085.80	\$ 271.45	\$ 542.90	\$ 135.73
Employee + Child(ren)	\$ 1,307.21	\$ 1,045.77	\$ 261.44	\$ 522.89	\$ 130.72
Employee + Family	\$ 2,047.08	\$ 1,637.66	\$ 409.42	\$ 818.83	\$ 204.71
<b>PPO Plan</b>					
Employee	\$ 791.12	\$ 632.90	\$ 158.22	\$ 316.45	\$ 79.11
Employee + Spouse	\$ 1,659.44	\$ 1,327.55	\$ 331.89	\$ 663.78	\$ 165.95
Employee + Child(ren)	\$ 1,636.81	\$ 1,309.45	\$ 327.36	\$ 654.73	\$ 163.68
Employee + Family	\$ 2,512.06	\$ 2,009.65	\$ 502.41	\$ 1,004.83	\$ 251.21
<b>PPO Plan - Health Savings Account</b>					
Employee	\$ 503.01	\$ 402.41	\$ 100.60	\$ 201.21	\$ 50.30
Employee + Spouse	\$ 1,058.92	\$ 847.13	\$ 211.79	\$ 423.57	\$ 105.90
Employee + Child(ren)	\$ 1,022.94	\$ 818.35	\$ 204.59	\$ 409.18	\$ 102.30
Employee + Family	\$ 1,584.28	\$ 1,267.42	\$ 316.86	\$ 633.71	\$ 158.43
<b>Delta Dental</b>					
Employee	\$ 38.00	\$ 30.40	\$ 7.60	\$ 15.20	\$ 3.80
Employee + One	\$ 78.00	\$ 62.40	\$ 15.60	\$ 31.20	\$ 7.80
Employee + Family	\$ 132.00	\$ 105.60	\$ 26.40	\$ 52.80	\$ 13.20
<b>EyeMed Vision</b>					
Employee	\$ 6.32				\$ 3.16
Employee + One	\$ 12.36				\$ 6.18
Employee + Family	\$ 18.52				\$ 9.26

# APPENDIX E


**The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

**This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at <https://policy-srv.box.com/s/5e6n70v2lap6x0b58h6edh1288fy5z7>.

For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other undefined terms see the Glossary. You can view the Glossary at <https://www.cms.gov/CLIO/Resources/Fcms-Reports-and-Other-Resources/Downloads/UG-Glossary-508-MM.pdf> or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the <u>out-of-pocket limit</u> for this plan?	\$1,500 Individual/\$3,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, prescription drugs, balanced-billed charges, and healthcare this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.bchsil.com">www.bchsil.com</a> or call 1-800-892-2803 for a list of <u>participating providers</u> .	This plan uses a <u>provider network</u> . You will pay less if you use a provider in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your provider before you get services.
Do you need a <u>Referral</u> to see a <u>specialist</u> ?	Yes.	This plan will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>Referral</u> before you see the <u>specialist</u> .



 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$20 copay/visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or <u>Women's Principal Health Care Provider</u> , except emergency, mental health, and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$40 copay/visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
<b>If you have a test</b>	<u>Diagnostic test</u> (X-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	<u>Imaging</u> (CT/PET scans, MRIs)	No Charge	Not Covered	<u>Referral</u> required.

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/se6n70v2lap6x06s8h6edh1288rys5z7>.

Common Medical Event	Services You May Need	What You Will Pay Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
<b>If you need drugs to treat your illness or condition</b> More information about prescription drug coverage is available at <a href="http://www.bcbsil.com">www.bcbsil.com</a> .	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs.  Certain women's <u>preventative services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.  \$50 <u>copay</u> applies to self-injectable 34 day retail/90 day mail. In-Network RX Out-of-Pocket Expense Limit: \$2,500 Individual/\$5,000 Family.
	Preferred brand drugs	\$35 <u>copay</u> /prescription (retail) \$70 <u>copay</u> /prescription (mail order)	Not Covered	
<b>If you have outpatient surgery</b>	Non-preferred brand drugs	\$50 <u>copay</u> /prescription (retail) \$100 <u>copay</u> /prescription (mail order)	Not Covered	Coverage based on group policy. Prior <u>authorization</u> may be required.  Specialty drug limited to a 30 day retail supply.
	Specialty drugs	\$50 <u>copay</u> /prescription (retail)	Not Covered	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	\$150 <u>copay</u> /visit	Not Covered	Referral required.
	Physician/surgeon fees	No Charge	Not Covered	Referral required.
<b>If you need immediate medical attention</b>	Emergency room care	\$150 <u>copay</u> /visit	\$150 <u>copay</u> /visit	Copay waived if admitted.
	Emergency medical transportation	No Charge	No Charge	Ground transportation only.
	Urgent care	\$20 <u>copay</u> /visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	\$250 <u>copay</u> /admission	Not Covered	Referral required.
	Physician/surgeon fees	No Charge	Not Covered	Referral required.

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/se6n70v2lap6x06s8h6edh1288rys5z7>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	\$20 copay/visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	\$250 copay/admission	Not Covered	Unlimited days. <u>Referral</u> required.
	Office visits	\$20 copay/visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for preventive services. Depending on the type of services, <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
<b>If you are pregnant</b>	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	\$250 copay/admission	Not Covered	<u>Referral</u> required.

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/se6n70v2lap6x06s8h6edh1288rys5z7>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If you need help recovering or have other special health needs</b>	Home health care	No Charge	Not Covered	Referral required.
	Rehabilitation services	No Charge	Not Covered	60 visits combined for all therapies.
	Habilitation services	No Charge	Not Covered	Referral required.
	Skilled nursing care	\$250 copay/admission	Not Covered	Excludes custodial care. Referral required.
	<u>Durable medical equipment</u>	No Charge	Not Covered	Referral required. Benefits are limited to items used to serve a medical purpose. <u>DME</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
<b>If your child needs dental or eye care</b>	<u>Hospice services</u>	No Charge	Not Covered	Referral required. Inpatient copay may apply.
	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at participating providers.
	Children's glasses	No Charge	Not Covered	\$75 material allowance every 24 months
	Children's dental check-up	Not Covered	Not Covered	None
<b>Excluded Services &amp; Other Covered Services:</b>				
<b>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</b>				
<ul style="list-style-type: none"> <li>Cosmetic surgery</li> <li>Custodial care</li> <li>Dental care (Adult and Children)</li> </ul>				
<b>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</b>				
<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Bariatric surgery</li> <li>Chiropractic care</li> <li>Hearing aids</li> <li>Inertility Treatment</li> <li>Most coverage provided outside the United States. See <a href="http://www.bcbsil.com">www.bcbsil.com</a></li> <li>Routine eye care (Adult and Children)</li> <li>Weight loss programs (except when non-medically supervised)</li> </ul>				

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/6n70v2lap6x06s8h6edhi288r9ys5z7>.

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-892-2803, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.ccoio.cms.gov](http://www.ccoio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-892-2803 or visit [www.bcbsil.com](http://www.bcbsil.com), or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

**Does this plan provide Minimum Essential Coverage? Yes**  
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet the Minimum Value Standards? Yes**  
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-892-2803.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-892-2803.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-892-2803.

Navajo (Dine): Dinekehgo shika atohwol ninisingo, kwijijigo holne' 1-800-892-2803.

\_\_\_\_\_ To see examples of how this plan might cover costs for a sample medical situation, see the next section: \_\_\_\_\_

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible
- Specialist copayment \$40
- Hospital (facility) \$250
- Other \$0

This EXAMPLE event includes services like:  
Specialist office visits (prenatal care)  
Childbirth/Delivery Professional Services  
Childbirth/Delivery Facility Services  
Diagnostic tests (ultrasounds and blood work)  
Specialist visit (anesthesia)

**Total Example Cost \$12,800**

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$360</b>

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible
- Specialist copayment \$40
- Hospital (facility) \$250
- Other \$0

This EXAMPLE event includes services like:  
Primary care physician office visits (including disease education)  
Diagnostic tests (blood work)  
Prescription drugs  
Durable medical equipment (glucose meter)

**Total Example Cost \$7,400**

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$1,000
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Joe would pay is</b>	<b>\$1,060</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- The plan's overall deductible
- Specialist copayment \$40
- Hospital (facility) \$250
- Other \$0

This EXAMPLE event includes services like:  
Emergency room care (including medical supplies)  
Diagnostic test (x-ray)  
Durable medical equipment (crutches)  
Rehabilitation services (physical therapy)

**Total Example Cost \$1,900**

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$300</b>

The plan would be responsible for the other costs of these EXAMPLE covered services.

**The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-828-3116 or at [www.bcbstl.com](http://www.bcbstl.com). For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.cms.gov/CIO/Resources/Forms-Reports-and-Other-Resources/Downloads/UG-Glossary-508-MM.pdf> or call 1-855-756-4448 to request a copy.**

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For In-Network: \$500 Individual/\$1,500 Family For Out-of-Network: \$1,000 Individual/\$3,000 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible. This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there services covered before you meet your deductible?	Yes. Certain preventive care is covered before you meet your deductible.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
Are there other deductibles for specific services?	Yes. \$150 deductible for In-Network hospital admission. \$150 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	
What is the out-of-pocket limit for this plan?	For In-Network: \$3,000 Individual/\$9,000 Family For Out-of-Network: \$6,000 Individual/\$18,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balanced-billed charges, and healthcare this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See <a href="http://www.bcbstl.com">www.bcbstl.com</a> or call 1-800-828-3116 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

**All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.**

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit plus 10% coinsurance	\$20 copay/visit plus 30% coinsurance	Copay applies to office visit only.
	Specialist visit	\$40 copay/visit plus 10% coinsurance	\$40 copay/visit plus 30% coinsurance	Virtual visit: \$10/ visit, deductible does not apply. See your benefit booklet for details. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Preventive care/screening/immunization	No Charge; deductible does not apply	30% coinsurance; deductible does not apply	
	Diagnostic test (X-ray, blood work) Imaging (CT/PET scans, MRIs)	\$100 copay/visit plus 10% coinsurance \$100 copay/visit plus 10% coinsurance	\$100 copay/visit plus 30% coinsurance \$100 copay/visit plus 30% coinsurance	Preauthorization may be required; see your benefit booklet* for details.
If you need drugs to treat your illness or condition	Generic drugs	Retail - \$10 copay Mail - \$20 copay	Same as In-Network	Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. Up to 34 day retail / 90 day mail. RX Out-of-Pocket Expense Limit: \$2,500 Individual \$5,000 Family Certain specialty medications must be obtained through the CVS/Caremark Specialty Pharmacy.
	Preferred brand drugs	Retail - \$35 copay Mail - \$70 copay	Same as In-Network	
	Non-preferred brand drugs	Retail - \$50 copay Mail - \$100 copay	Same as In-Network	
If you have outpatient surgery	Specialty drugs	Covered	Not Covered	
	Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees	\$100 copay plus deductible and 10% coinsurance 10% coinsurance	\$100 copay plus deductible and 30% coinsurance 30% coinsurance	Preauthorization may be required. None

\* For more information about limitations and exceptions, see the plan or policy document at [www.hcbsil.com](http://www.hcbsil.com).



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you need immediate medical attention</b>	Emergency room care	10% coinsurance	10% coinsurance	None
	Emergency medical transportation	20% coinsurance	20% coinsurance	Preauthorization may be required for non-emergency transportation; see your benefit booklet* for details.
	Urgent care	10% coinsurance	30% coinsurance	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	Preauthorization required. \$150 deductible per admission In-Network providers; \$150 deductible per admission Out-of-Network providers. Deductible applies before coinsurance.
	Physician/surgeon fees	10% coinsurance	30% coinsurance	None
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	\$20 copay/visit plus 10% coinsurance	\$20 copay/visit plus 30% coinsurance	PCP copay applies to psychotherapy visit only. Preauthorization may be required; see your benefit booklet* for details.
	Inpatient services	10% coinsurance	30% coinsurance	Preauthorization required. \$150 deductible per admission In-Network providers; \$150 deductible per admission Out-of-Network providers. Deductible applies before coinsurance.
<b>If you are pregnant</b>	Office visits	\$20 copay/visit plus 10% coinsurance	\$20 copay/visit plus 30% coinsurance	Copay applies to first prenatal visit (per pregnancy). Cost sharing does not apply for preventive services. Depending on the type of services, a copayment, coinsurance, or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound)
	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	Preauthorization required. \$150 deductible per admission In-Network providers; \$150 deductible per admission Out-of-Network providers. Deductible applies before coinsurance.
	Childbirth/delivery facility services	10% coinsurance	30% coinsurance	

\* For more information about limitations and exceptions, see the plan or policy document at [www.dcbstl.com](http://www.dcbstl.com).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you need help recovering or have other special health needs</b>	Home health care	10% coinsurance	30% coinsurance	Preauthorization may be required. Limited to 40 visits per benefit period.
	Rehabilitation services	10% coinsurance	30% coinsurance	Preauthorization may be required.
	Habilitation services	10% coinsurance	30% coinsurance	Preauthorization may be required.
	Skilled nursing care	10% coinsurance	30% coinsurance	Preauthorization may be required. Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Durable medical equipment	10% coinsurance	30% coinsurance	Preauthorization may be required.
<b>If your child needs dental or eye care</b>	Hospice services	10% coinsurance	30% coinsurance	Preauthorization may be required.
	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Cosmetic surgery</li> <li>Dental care (Adult and Children)</li> </ul>	<ul style="list-style-type: none"> <li>Long term care</li> <li>Routine eye care (Adult and Children)</li> </ul>	<ul style="list-style-type: none"> <li>Routine foot care (with the exception of person with diagnosis of diabetes)</li> <li>Weight loss programs</li> </ul>
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**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

<ul style="list-style-type: none"> <li>Bariatric surgery</li> <li>Chiropractic care</li> <li>Hearing aids</li> </ul>	<ul style="list-style-type: none"> <li>Infertility treatment (Diagnosis Only)</li> <li>Most coverage provided outside the United States. See <a href="http://www.dcbssil.com">www.dcbssil.com</a>.</li> </ul>	<ul style="list-style-type: none"> <li>Non-emergency care when traveling outside the U.S.</li> <li>Private-duty nursing (with the exception of inpatient private duty nursing)</li> </ul>
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\* For more information about limitations and exceptions, see the [plan or policy document at www.dcbssil.com](#).

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the [plan](tel:1-800-828-3116) at 1-800-828-3116, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.ccoio.cms.gov](http://www.ccoio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-828-3116 or visit [www.bcbsil.com](http://www.bcbsil.com), or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your [appeal](#). Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

**Does this plan provide Minimum Essential Coverage? Yes**  
If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet the Minimum Value Standards? Yes**  
If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-828-3116.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-828-3116.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-828-3116.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-828-3116.

\_\_\_\_\_ *To see examples of how this plan might cover costs for a sample medical situation, see the next section.* \_\_\_\_\_



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$500
- Specialist both \$40+10%
- Hospital (facility) both \$150+10%
- Other coinsurance 10%

This EXAMPLE event includes services like:  
 Specialist office visits (prenatal care)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (ultrasounds and blood work)  
 Specialist visit (anesthesia)

**Total Example Cost \$12,800**

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles*	\$650
Copayments	\$600
Coinsurance	\$1,100
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$2,410</b>

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$500
- Specialist both \$40+10%
- Hospital (facility) both \$150+10%
- Other coinsurance 10%

This EXAMPLE event includes services like:  
 Primary care physician office visits (including disease education)  
 Diagnostic tests (blood work)  
 Prescription drugs  
 Durable medical equipment (glucose meter)

**Total Example Cost \$7,400**

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$500
Copayments	\$1,100
Coinsurance	\$200
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Joe would pay is</b>	<b>\$1,860</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$500
- Specialist both \$40+10%
- Hospital (facility) both \$150+10%
- Other coinsurance 10%

This EXAMPLE event includes services like:  
 Emergency room care (including medical supplies)  
 Diagnostic test (x-ray)  
 Durable medical equipment (crutches)  
 Rehabilitation services (physical therapy)

**Total Example Cost \$1,900**

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$500
Copayments	\$200
Coinsurance	\$100
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$800</b>

\*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.

The plan would be responsible for the other costs of these EXAMPLE covered services.

**▲ The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-828-3116 or at [www.dcbpsil.com](http://www.dcbpsil.com). For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.cms.gov/CIO/Reports-and-Other-Resources/Downloads/UG-Glossary-508-MM.pdf> or call 1-855-756-4448 to request a copy.**

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,500 Individual/\$5,000 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Certain preventive care is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	Yes. \$300 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	\$5,000 Individual/\$10,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balanced-billed charges, and healthcare this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See <a href="http://www.dcbpsil.com">www.dcbpsil.com</a> or call 1-800-828-3116 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

**▲ All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.**

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	Virtual visit. No Charge. deductible applies. See your benefit booklet for details.
	Specialist visit	20% coinsurance	40% coinsurance	None
<b>If you have a test</b>	Preventive care/screening/immunization	No Charge; deductible does not apply	40% coinsurance; deductible does not apply	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	Preauthorization may be required; see your benefit booklet* for details.
<b>If you need drugs to treat your illness or condition</b> More information about prescription drug coverage is available at 1-888-202-1654 or <a href="http://www.caremark.com">www.caremark.com</a> .	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	Preauthorization may be required; see your benefit booklet* for details.
	Generic drugs	20% coinsurance retail and mail	Same as In-Network	Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	Preferred brand drugs	20% coinsurance retail and mail	Same as In-Network	Up to 34 day retail / 90 day mail.
	Non-preferred brand drugs	20% coinsurance retail and mail	Same as In-Network	Certain specialty medications must be obtained through the CVS/Caremark Specialty Pharmacy.
<b>If you have outpatient surgery</b>	Specialty drugs	Covered	Not Covered	
	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	Preauthorization may be required.
<b>If you need immediate medical attention</b>	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
	Emergency room care	20% coinsurance	20% coinsurance	None
	Emergency medical transportation	20% coinsurance	20% coinsurance	Preauthorization may be required for non-emergency transportation; see your benefit booklet* for details.
	Urgent care	20% coinsurance	40% coinsurance	None

\* For more information about limitations and exceptions, see the [plan or policy document](#) at [www.dcbssl.com](http://www.dcbssl.com).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Preauthorization required. \$300 deductible per admission. <u>Out-of-Network providers.</u>
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Outpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Preauthorization may be required; see your benefit booklet* for details.
<b>If you need mental health, behavioral health, or substance abuse services</b>	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Preauthorization required. \$300 deductible per admission. <u>Out-of-Network providers.</u>
	Office visits	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Cost sharing does not apply for preventive services. Depending on the type of services, a <u>coinsurance</u> or <u>deductible</u> may apply.
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
<b>If you are pregnant</b>	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Preauthorization required. \$300 deductible per admission. <u>Out-of-Network providers.</u>

\* For more information about limitations and exceptions, see the plan or policy document at [www.dobssil.com](http://www.dobssil.com).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Preauthorization may be required. Limited to 40 visits per benefit period.
	Rehabilitation services	20% coinsurance	40% coinsurance	Preauthorization may be required.
	Habilitation services	20% coinsurance	40% coinsurance	Preauthorization required. \$300 deductible per admission. Out-of-Network providers.
	Skilled nursing care	20% coinsurance	40% coinsurance	Preauthorization may be required. Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Durable medical equipment	20% coinsurance	40% coinsurance	Preauthorization required. \$300 deductible per admission. Out-of-Network providers.
If your child needs dental or eye care	Hospice services	20% coinsurance	40% coinsurance	None
	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None
<b>Excluded Services &amp; Other Covered Services:</b>				
<b>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</b>				
<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Cosmetic surgery</li> <li>Dental care (Adult and Children)</li> <li>Long term care</li> <li>Routine eye care (Adult and Children)</li> <li>Routine foot care (with the exception of person with diagnosis of diabetes)</li> <li>Weight loss programs</li> </ul>				
<b>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</b>				
<ul style="list-style-type: none"> <li>Bariatric surgery</li> <li>Chiropractic care</li> <li>Hearing aids</li> <li>Infertility treatment (Diagnosis only)</li> <li>Most coverage provided outside the United States. See <a href="http://www.bcbstl.com">www.bcbstl.com</a>.</li> <li>Non-emergency care when traveling outside the U.S.</li> <li>Private-duty nursing (with the exception of inpatient private duty nursing)</li> </ul>				

\* For more information about limitations and exceptions, see the plan or policy document at [www.bcbstl.com](http://www.bcbstl.com).



**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the [plan at 1-800-828-3116](tel:1-800-828-3116), U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cclio.cms.gov](http://www.cclio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-828-3116 or visit [www.bcbsil.com](http://www.bcbsil.com), or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your [appeal](#). Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

**Does this plan provide Minimum Essential Coverage? Yes**

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet the Minimum Value Standards? Yes**

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-828-3116.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-828-3116.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-828-3116.

Navajo (Dine): Dinek'ehgo shika at'ohw'd ninisingo, kwijigo holne' 1-800-828-3116.

\_\_\_\_\_ *To see examples of how this plan might cover costs for a sample medical situation, see the next section.* \_\_\_\_\_

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,500
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:  
Specialist office visits (prenatal care)  
Childbirth/Delivery Professional Services  
Childbirth/Delivery Facility Services  
Diagnostic tests (ultrasounds and blood work)  
Specialist visit (anesthesia)

Total Example Cost \$12,800

In this example, Peg would pay:

<u>Cost Sharing</u>	
Deductibles	\$2,500
Copayments	\$0
Coinsurance	\$2,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$4,560</b>

**Managing Joe's Type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,500
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:  
Primary care physician office visits (including disease education)  
Diagnostic tests (blood work)  
Prescription drugs  
Durable medical equipment (glucose meter)

Total Example Cost \$7,400

In this example, Joe would pay:

<u>Cost Sharing</u>	
Deductibles	\$2,500
Copayments	\$0
Coinsurance	\$900
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Joe would pay is</b>	<b>\$3,460</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,500
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:  
Emergency room care (including medical supplies)  
Diagnostic test (x-ray)  
Durable medical equipment (crutches)  
Rehabilitation services (physical therapy)

Total Example Cost \$1,900

In this example, Mia would pay:

<u>Cost Sharing</u>	
Deductibles	\$1,900
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$1,900</b>

The plan would be responsible for the other costs of these EXAMPLE covered services.

**APPENDIX F**

**MA P CH. # 582 WAGE STEP PLAN**

<b><u>Current</u></b>	<b>1/1/2019 -3%</b>	<b>1/1/2020 -3%</b>	<b>1/1/21-2%</b>	<b>1/1/22 -2%</b>
Step 0 - \$19.46	\$20.04	\$20.64	\$21.05	\$21.47
Step 1 - \$19.76	\$20.35	\$20.96	\$21.38	\$21.81
Step 2 - \$20.37	\$20.98	\$21.61	\$22.04	\$22.48
Step 3 - \$21.08	\$21.71	\$22.36	\$22.81	\$23.27
Step 4 - \$21.85	\$22.51	\$23.19	\$23.65	\$24.12
Step 5 - \$22.66	\$23.34	\$24.04	\$24.52	\$25.01
Step 6 - \$23.81	\$24.52	\$25.26	\$25.77	\$26.29
Step 7 - \$25.16	\$25.91	\$26.69	\$27.22	\$27.76