

Illinois Labor Relations Board
Contract #

***Collective Bargaining Agreement
By and Between***

The City of Naperville

and

***The Illinois Fraternal Order of Police
Labor Council/F.O.P. Lodge No. 42***

May 1, 2015 – December 31, 2019

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PREAMBLE

This Agreement entered into by the City of Naperville, Illinois (hereinafter referred to as the "City", or the "Employer") and the Fraternal Order of Police Lodge No. 42 and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Lodge"). The purpose of this Agreement is the promotion of harmonious relations between the Employer and the Lodge; the establishment of an 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 employees.

Therefore, in consideration of the mutual promises and agreements contained in the Agreement, the Employer and the Lodge do mutually promise and agree, as follows:

**ARTICLE 1
RECOGNITION**

Section 1.1

In accordance with the Illinois State Labor Relations Board's (ISLRB) Certification of Representation dated August 9, 1988, the Employer hereby recognizes the Lodge as the sole and exclusive collective bargaining representative for sworn police officers of the rank of police officer, but excluding all police officers of the rank of sergeant, lieutenants, captains, Chief of Police, civilian employees, supervisory, managerial, professional and confidential employees and all other employees of the City of Naperville.

**ARTICLE 2
NON-DISCRIMINATION**

Section 2.1 **Prohibition Against Discrimination**

In the application and implementation of the terms of this Agreement, the Employer and the Lodge agree that neither will discriminate against any employee 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 Lodge, or mental and/or physical disability unrelated to the employee's ability to perform the job.

Section 2.2 **Union Non-Participation**

Disputes under Section 2.1 shall not be eligible for resolution through the arbitration procedure of this Agreement.

Section 2.3 **Gender**

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

ARTICLE 3
POLICE AND FIRE COMMISSION

Section 3.1

The parties recognize that the Board of Fire and Police Commissioners of the City has certain statutory authority over employees covered by this Agreement including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners. However, the Board of Fire and Police Commissioners shall not have the right to increase any discipline imposed or recommended by the Police Chief.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the Police Department in all of its various aspects and to manage and direct its employees, including but not limited to the

following: To plan, direct, control and determine the budget and all the operations, services and missions of the Police Department; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to examine employees; to establish specialty positions and to select and/or transfer personnel for such positions; to establish work and productivity standards, and from time to time, to change those standards; to assign overtime, to contract out for goods and services; to determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; 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), and to carry out the missions of the City. Inherent managerial functions, prerogatives and policy-making rights which the Employer 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.

ARTICLE 5
NO STRIKE

Section 5.1 **No Strike**

Neither the Lodge nor any officers, 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, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, picketing for or against the City of Naperville nor in a City of Naperville police uniform or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer or steward of the Lodge 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 Lodge agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 5.2 **No Lockout**

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

Section 5.3 **Penalty**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 5.1 above is whether or not the employee actually engaged in such prohibited conduct.

Section 5.4 **Judicial Restraint**

Nothing contained herein shall preclude the City or the Lodge from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 6
DUES DEDUCTION AND FAIR SHARE

Section 6.1 **Dues Deduction**

Upon receipt of a written and signed authorization form from an employee (see **APPENDIX A** attached hereto); the Employer shall deduct the amount of Labor Council dues and initiation fees, if any, 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 Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, at least thirty (30) days prior to its effective date on an annual basis.

Section 6.2 **Fair Share**

(a) Pursuant to section 315/6 of Illinois Public Act 87-1005, the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 6.1 of this Article, or if the Labor Council otherwise demonstrates and verifies to the Employer that such majority of the members of said unit are dues paying members of the Labor Council at the time, non-Labor council members employed in positions in the bargaining unit, who choose not to become members within thirty (30) days after the day of their hire, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be

deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement.

(b) The employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 6.1 and 6.2 hereof 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 Labor Council 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 amount withheld shall not change until the Labor Council notifies the Employer that a different Fair Share amount should be collected and such notification shall occur on an annual basis.

(c) Said Fair Share payment shall not exceed the dues paid voluntarily to the Labor Council by employees covered hereby.

(d) Fair Share payments shall be used for the following purposes only:

- 1) expenses related to the negotiation of this Agreement;
- 2) expenses related to administration of this Agreement;
- 3) expenses related to adjustment of grievance filed hereunder;
- 4) expenses relating to lobbying activities insofar as said activities relate to the Labor Council's collective bargaining efforts;
- 5) expenses otherwise permitted by law to be included in the Fair Share payment provided that in no event shall any such payment be utilized for the purpose of supporting any political or ideological activities of the Labor Council, including contributions related to the election or support of any candidate for political office.

(e) In the event any employee required involuntarily to make a Fair Share payment hereby disputes the amount withheld pursuant to the Article, said employee may, within thirty (30) calendar days from the date that said amount is first withheld, file a complaint with the

Labor Council to that effect, listing the reasons for the dispute. Such complaint may be filed solely on the basis that the Fair Share payment amount includes expenses not permitted under Section 6.2 (d) above. The employee shall provide a copy thereof to the Employer and the Labor Council.

(f) The Labor Council shall consider said complaint in accordance with procedures established by it, and shall, within thirty (30) calendar days of the date of the complaint, determine whether the required Fair Share payment amount includes any expenses not permitted by Section 6.2 (d) above. If the Fair Share payment amount includes un-permitted expenses, the Labor Council shall adjust the payment amount so as to exclude said un-permitted expenses, notifying the Employer thereof; and said revised amount shall thereafter become the amount withheld pursuant to this Article, by the Employer for all employees covered by this Agreement.

(g) If the employee is not satisfied with the decision of the Labor Council, said employee may, within thirty (30) days of the decision of the Labor Council, notify the Employer and the Labor Council that he/she wishes the complaint determined by an arbitrator, requested by and chosen from the Federal Mediation and Conciliation Service. The cost of the arbitrator shall be borne by the Labor Council, however, the employee shall be responsible for all of his own expenses, and those of his/her witnesses and counsel.

(h) From the date the Employer receives notice of complaint of the employee the Employer shall deposit the Fair Share Fee deducted from the employee, in an interest bearing escrow account. Once a final decision is received on the question, the Employer shall pay the proceeds of the escrow account in accordance with said decision.

(i) The Labor Council 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 Labor Council, and costs arising from or incurred as a result of any act taken or not taken by the Employer in complying with or carrying out the provisions for this Article.

ARTICLE 7 **EMPLOYEE SECURITY**

Section 7.1 **Personnel Files**

The employee's personnel files, disciplinary history and investigation files (except pending investigations) shall be available for inspection by the employee, or authorized Lodge representative who has written authorization from the employee, during business hours and upon reasonable notification of such request in compliance with the Illinois Personnel Records Review Act as amended. 820 ILCS 40/01 *et seq.*

Section 7.2 **Rights to Copies and Rebuttals**

An employee shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information which was provided with the specific request that it remain confidential, unless said information is used as a basis to impose disciplinary action against the employee.

In the event that an employee's file contains material which is adverse to the employee, then said employee shall have the right to have placed in the file a written rebuttal to the adverse 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 two years
- Sustained suspension: after four 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 officer in any future disciplinary proceeding. A sustained allegation of misconduct involving excessive force, sexual harassment, discrimination, dishonesty in the performance of official police duties or criminal conduct may be used in future disciplinary proceedings to determine credibility, notice, and the appropriate penalty. Any expunged records shall be maintained and destroyed by the City pursuant to the requirements of the Illinois Records Retention Act.

Section 7.3 **Grievance Processing**

Reasonable time while on duty shall be granted to designated Lodge representatives (a maximum of 3 representatives) for the purpose of aiding, assisting or otherwise representing employees in the handling and processing of grievances, and shall be without loss of pay.

Section 7.4 **Lodge/Labor Council Representatives**

Authorized representatives of the Labor Council shall be permitted with reasonable notice to visit the police department during working hours to talk with employees and/or employer representatives concerning matters covered by this Agreement.

Bargaining unit members may contribute a minimum of two (2) hours and a maximum of eight (8) hours of accrued leave (excluding sick time) to a time bank to be used for the purposes of releasing local Lodge representatives with pay for purposes of collective bargaining activity, meetings, Negotiations and other Lodge activities. Said deductions shall be made by June 1 of each year. The Department and the Lodge shall jointly maintain the records of the time bank.

The President of the Lodge shall have the authority to approve use of the bank by local Lodge representatives.

Leaves of absence without pay will be granted to the extent that there is no interference with City operations, as determined by the Chief of Police or his designee, to employees who are elected, delegated or appointed to attend conventions of the Fraternal Order of Police of the Labor Council or for any other lodge activity. Any request for such leave shall be submitted in writing by the Lodge to the requesting officer's commander and shall be answered in writing, no later than five (5) days following the request. This shall be limited to three (3) persons for three (3) days each for State Conventions, Labor Council conventions and labor training seminars or, in alternate years, three (3) persons for five (5) days each for National and Labor Council conventions and labor training seminars.

ARTICLE 8 **EMPLOYEE TESTING**

Section 8.1 **Statement of Policy**

It is the policy of the City of Naperville that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the officers.

Section 8.2 **Prohibitions**

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol or illegal drugs unless in accordance with duty requirements at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the Officer's personal vehicle while engaged in City business;

- (b) Illegally selling, purchasing or delivering any illegal drug at any time or on the employer's premises unless in accordance with duty requirements;
- (c) Being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.
- (e) Being under the effects of illegal drugs, non-prescription drugs and alcohol at the time they report for duty or during their workday.

Section 8.3 **Drug and Alcohol Testing Permitted**

When the City has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one (non-bargaining unit) supervisory personnel, who is not a member of the bargaining unit represented by the Lodge must certify the reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of officers, except random testing of an individual officer as authorized in Section 8.8. The City may also require an officer to randomly submit to alcohol or drug testing where the employee is voluntarily assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such officer's duties are primarily related to drug enforcement. The foregoing shall not limit the right of the City to conduct tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

Section 8.4 **Order to Submit to Testing**

At the time an officer is ordered to submit to testing authorized by this Agreement, the City shall provide the officer with a written notice of the order, setting forth the subjective facts (and reasonable inference drawn from those facts) which have formed the basis of the order to

test. The officer shall be permitted to consult with a representative of the Labor Council within a reasonable time up to one hour of the time the order is given; as long as it does not interfere with the timely execution of the order. No officer shall be interrogated without being accorded his rights under the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 *et seq.*). Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 8.5 **Tests to be Conducted**

In conducting the testing authorized by this Agreement, the City shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA); including Copley Medical Center and/or Edward Hospital; Central DuPage Hospital; Good Samaritan.
- (b) Insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement, other than officers assigned to the O.P.S., shall be permitted at any time to become a part of such chain of custody;
- (d) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) Provide the officer tested with an opportunity to have the additional sample tested within forty-eight (48) hours of the ordered test by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Human Resources Director within forty-eight (48) hours of receiving the results of the officer's independent tests;
- (h) Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information

concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the officer's interests;

- (i) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the City from attempting to show that test results below .02 demonstrate that the officer's ability to perform his duties was impaired, but the City shall bear the burden of proof in such cases.)
- (j) Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 8.6 **Right to Contest**

The Lodge and/or the officer, with or without the Lodge, 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 subject to the exclusion of items of the Board of Fire and Police Commissioners of the City of Naperville. Such grievances shall be commenced at Step 3 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 officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Lodge.

Section 8.7 **Voluntary Requests for Assistance**

The City shall take no adverse employment action against an officer who prior to being ordered to submit to testing has informed the City that he needs to or has voluntarily sought

treatment, counseling or other support for the first instance of an alcohol or drug related problem, other than the City may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and treatment. All such request shall be confidential and any information received by the City, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

Section 8.8 Discipline

In the first instance that an officer tests positive on both the initial and confirmatory test for abuse of prescription drugs or is found to be under the influence of alcohol or whose ability to perform his duties are impaired, he shall be subject to a disciplinary suspension of up to thirty (30) calendar days depending on the circumstances. Said suspension shall not be served until the outcome of any BFPC proceeding if the employee chooses the BOFPC forum. In the first instance that an officer tests positive on both the initial and confirmatory test for illegal drugs during the hours of work, he shall be subject to discipline, up to and including discharge. The City and the Union agree that illegal drug use or possession by an officer sworn to uphold the law is intolerable. As such, any challenge by an officer through the BOFPC or arbitration to a charge that he has engaged in illegal drug use and/or possession shall be limited to the issue of whether the officer engaged in such use and/or possession. If it is found by the BOFPC or arbitrator that the officer engaged in illegal drug use and/or possession, the discipline issued by the Police Chief shall stand and cannot be challenged by the officer or overturned by the BOFPC or arbitrator.

An officer who tests positive for prescription drugs and/or alcohol as set forth above may return to work conditioned upon:

- (a) The officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The officer discontinues his use of illegal drugs or abuse of alcohol;
- (c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- (d) The officer agrees to submit to random testing during hours of work within the twelve month period after a positive confirmatory test.

Officers who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the abuse of prescription drugs or the presence of alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officer shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment.

ARTICLE 9 **GRIEVANCE PROCEDURE**

Section 9.1

Definitions

A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or Holidays.

An "Internal Grievance" is defined as a dispute or difference of opinion raised by an employee or the Lodge which pertains to the internal operations of the Police Department

involving an alleged violation of an express provision of this Agreement including, but not limited to issues such as assignment of overtime or disciplinary matters.

A "City/External Grievance" is defined as a grievance which pertains to a matter involving policies established by the City involving an alleged violation of an express provision of this Agreement including, but not limited to issues such as use of sick leave or availability of medical benefits.

However, any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Naperville Police and Fire Commission shall not be considered a grievance under this Agreement, provided that suspension of five (5) days or less and reprimands may be subject to the grievance procedure. Disciplinary suspensions of five (5) days or more shall be subject to appeal either through the grievance procedure or the Board of Fire and Police Commissioners, at the election of the employee. An employee shall have seven (7) days from the issuance of such discipline to elect, in writing, whether or not to proceed to the Board of Fire and Police Commissioners or through the grievance procedure. Once such written election has been submitted it is irrevocable. If an employee chooses to proceed to arbitration it is understood that the discipline may, at the discretion of the Police Chief, be imposed immediately. The City agrees that the Board of Fire and Police Commissioners shall not have the right to increase any discipline imposed or recommended by the Police Chief.

Section 9.2

Procedure

A grievance filed against the Police Chief for an internal grievance, or against the City for a City/External Grievance, shall be processed as set forth in this article on the form attached hereto as APPENDIX B (herein after "Grievance Form"). No disciplinary suspension

shall be served until the employee has exhausted his appeal rights through Step 2 of the grievance procedure.

Step 1:

Any employee and/or Lodge representative who has a grievance shall submit the grievance in writing on the Grievance Form to the Deputy Chief in the employee's chain of command, specifically indicating that the matter is a grievance under this Agreement. The grievance shall set forth a complete statement of facts, the provision(s) of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Deputy Chief, or his or her designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days of receipt with the grievant and an authorized Lodge representative, if one is requested by the employee, at a time mutually agreeable to the parties. The Deputy Chief shall provide a written summary of his or her response, or the resolution if one is agreed upon, within seven (7) business days following said meeting.

Step 2:

Internal/External Grievance Appeal: If an internal grievance is not settled at Step 1, and the employee or the Lodge, if a Lodge grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing on the Grievance Form to Chief of Police within seven (7) business days of receipt of the response at Step 1. The Chief of Police,

or his or her designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days of receipt with the grievant and an authorized Lodge representative, if one is requested by the employee, at a time mutually agreeable to the parties. The Chief of Police shall provide a written summary of his or her response, or the resolution if one is agreed upon, within seven (7) business days following said meeting.

Step 3:

City/External Grievance Step 3 Appeal: If an external grievance is not settled at Step 2 and the Lodge desires to appeal, the appeal shall be submitted in writing by the Lodge to the City Manager within ten (10) business days of receipt of the decision of the Police Chief rendered at Step 2. The grievance appeal shall specifically state the basis upon which the grievant believes the grievance was improperly denied at Step 2. Thereafter, the City Manager, or his designee, and such other individuals as may be deemed appropriate by the City Manager, shall meet with the grievant, the Lodge representative, and an outside, non-employee representative of the Lodge if desired by the employee, within ten (10) business days of receipt of the Lodge's timely appeal, if at all possible. If no settlement of the grievance is reached, the City Manager, or his designee, shall submit a written answer to the Lodge within ten (10) business days following the meeting. If the grievance is settled at this Step, the settlement will be reduced to writing.

Section 9.3

Arbitration

If the grievance is not settled in either Step 2 (internal) or Step 3 (external) and the Lodge wishes to appeal the grievance from Step 3 of the grievance procedure, the Lodge may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the City's written answer as provided to the Lodge at Step 3.

- 1) The City and the Lodge shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) 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. 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.
- 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 Lodge and City representatives.
- 3) The City and Lodge shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Lodge retain the right to employ legal counsel at their own cost.
- 4) The arbitrator shall 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.
- 5) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- 6) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Lodge; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

Section 9.4

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 provision 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 law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 9.4 shall be final and binding upon the City, the Lodge and the employees covered by this Agreement.

Section 9.5 **Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted within the time frames set forth herein.

If a grievance is not presented by the employee or Lodge within the time limits set forth in this Article, it shall be considered "waived" and may not be further pursued by the employee or the Lodge. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits of this procedure may be extended by mutual agreement of the parties.

ARTICLE 10
BILL OF RIGHTS

Section 10.1

Nothing in this Agreement shall be construed to preclude the applicability of "Uniform Peace Officer Disciplinary Act", as set forth in Illinois Compiled Statutes, 50 ILCS 725/1 *et. seq.*, but said Disciplinary Act shall not be incorporated herein by reference. Nothing herein shall be construed as a waiver of employees' right under the Illinois Public Labor Relations Act to union representation in disciplinary questioning.

Section 10.2 **Periodic Notification**

Employees who are the subject of a disciplinary investigation shall be notified in writing after thirty (30) days of either a decision or, in the case where more than thirty (30) days is necessary to complete the investigation, the status of the investigation. In the case of a status report provided after the thirty (30) days, further status reports shall be provided every fourteen (14) days thereafter until the investigation is concluded and a decision is rendered.

Section 10.3 **Complaints Against Officers**

All complaints alleged against officers shall be investigated in accordance with the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 *et. seq.* and any related statutes.

ARTICLE 11
BULLETIN BOARDS

Section 11.1

The employer shall provide the Lodge with a bulletin board in a designated location which is accessible to all bargaining unit members, upon which the Lodge may post its notices, subject to Departmental approval. If there is any objectionable material on the board, the Department will remove it and provide the Lodge with an explanation.

ARTICLE 12
LAYOFF

Section 12.1 **Layoff**

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18.

Except in an emergency, no layoff will occur without at least fifteen (15) calendar day's notification to the Lodge. The City agrees to consult the Lodge, upon request, and afford the Lodge an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 12.2 **Recall**

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees 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, officers recalled to duty shall be subject to a reasonable amount of retraining at the discretion of the Chief of Police.

Employees 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 employee by certified or registered mail with a copy to the Lodge, provided that the employee 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 employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee 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.

Section 12.3 **Effects of Layoff**

During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance

in effect at the time of layoff by paying, in advance, the full applicable monthly premium for their insurance coverage. If an employee opts to maintain medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to twenty-four (24) months from the date of layoff, or for six months over and above federal COBRA rights, whichever is longer. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time. Any other payments for accrued time, if any, shall be governed by the applicable article or section of this Agreement.

ARTICLE 13
LABOR-MANAGEMENT CONFERENCES

Section 13.1

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge representatives and responsible administrative representatives of the Employer. When practical, such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- 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 Lodge of changes in conditions of employment contemplated by the Employer which may affect employees; and
- 4) Safety issues.

Section 13.2

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 13.3

Attendance at "labor-management conferences" shall be voluntary on the employee's part, and attendance by officers while on duty shall be considered time worked for compensation purposes. Employees attending "labor-management conferences" when off duty shall not be compensated for their time. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE 14
SENIORITY

Section 14.1 **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 covered by this Agreement from the date of last hire.

Section 14.2 **Vacation Scheduling**

Officers shall select the periods of their annual vacation on the basis of seniority within the various work units of the Department. Vacation schedules may be adjusted to accommodate seasonal operation, significant revision in organization, work assignments or the number of personnel in particular ranks.

Section 14.3

Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. A current seniority list shall be maintained by the Office of Chief of Police and shall be made available upon request.

Section 14.4

Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

- 1) Quits; or
- 2) Is discharged for just cause; or
- 3) Is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- 4) Accepts gainful employment while on an approved leave of absence from the Police Department, provided that with the prior consent of the City Manager seniority will not terminate; 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 14.5

Employees will not continue to accrue seniority credit for all time spent on an authorized unpaid leave of absence in excess of thirty (30) days. Employees promoted to a rank outside of the bargaining unit shall not continue to accrue bargaining unit seniority for time worked in the promoted rank. If the employee returns to the bargaining unit, they will only be credited with bargaining unit seniority for the time that they worked in the bargaining unit.

ARTICLE 15
MEDICAL, DENTAL AND LIFE INSURANCE

Section 15.1

The Employer will provide a complete medical insurance program covering all full-time employees and their dependents. The Employer will allow its employees to choose either its traditional PPO medical program, its HSA/HDHP PPO medical program, its HMO medical program, or its CDHP medical program at the same benefit levels as all other city employees. Each of these medical programs include a prescription drug program.

Section 15.2

The Employer will provide a dental benefit program for full-time employees and their dependents at the same benefit level as all other city employees.

Section 15.3

The Employer also provides life insurance (in an amount equal to one-and-one-half (1-1/2) times the employee's base salary) for all covered employees.

Section 15.4

Employees may elect to participate in a Flexible Spending Accounts for Health Care and/or Dependent Care; which the City offers.

Section 15.5

Employees participating in the 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 subject to a cap of ten percent (10%) for January 1, 2017 and a cap of fifteen percent (15%) beginning on January 1, 2018. The City will notify the Union in writing of any premium rate increases prior to the January 1

implementation date and will provide the Union with documentation as to how the new rate(s) were calculated. The medical and dental insurance employee premium contributions levels effective January 1, 2016 are appended to this agreement as **APPENDIX C**. 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.

Section 15.6

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 D**, provided that nothing in this agreement shall restrict the right of the employer to change insurance carriers, plan administrators, networks, to self-insure, to change the method or manner of self-insurance, to implement a health insurance program with multiple plan options, to participate in programs to reduce health insurance costs, or to use health maintenance groups or other similar programs. If any change is proposed in either benefits or charges to employees, except as hereinafter provided, under said medical and/or dental program, such change shall be subject to negotiations between the parties before any such change shall be effective as to the Union employees. If the parties fail to reach Agreement, then the dispute will be subject to resolution in accordance with the procedures of Section 315/14 of the Public Labor Relations Act.

Section 15.7

Wellness Program

Employees participating in the HDHP/HSA medical plan who participate in and satisfactorily complete the requirements of the Wellness Incentive Program set forth in **Appendix E**, shall receive a contribution into the employee's HSA in an amount equal to 5% of

the total annual premium equivalent of his coverage choice (family, single +1 or single). To be eligible the employee must be enrolled in the plan for the entire plan year (January 1 through December 31). The Wellness Incentive will be made as a prior year lump sum payment into the employees' HSA account within sixty (60) calendar days from the end of the calendar year in which the wellness program was successfully completed. The payment will be credited in the tax year that the wellness incentive is earned in accordance with IRS regulations. The City Human Resources Department, or their designee, shall determine whether a participant has met the requirements and qualified for the incentive.

ARTICLE 16 **HOURS OF WORK AND OVERTIME**

Section 16.1 **Application of Article**

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 16.2 **Normal Work Periods and Overtime Pay**

The normal work day shall be eight hours per day. Officers assigned to the patrol division in non-specialty assignments shall have a normal workday of twelve hours per day. Employees may be required to report fifteen (15) minutes before the beginning of their scheduled shift for roll call. Any hours exceeding eight (8) in a day or forty (40) in a week will be paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay. Patrol officers working on a twelve hour shift schedule shall be paid overtime for hours exceeding twelve hours in a shift or eighty hours in a two week pay period. Overtime pay will be in fifteen (15) minute increments.

Officers assigned to work eight (8) hour shifts will be allowed to take a paid thirty (30) minute lunch break each day subject to availability and service calls. Officers assigned to work

twelve (12) hour shifts will be allowed to take a paid sixty (60) minute lunch break each day subject to availability and service calls.

Section 16.3 **Callback**

Callback is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work day. Employees called back for a work assignment shall be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater, at one-and-one-half (1½) times their regular rate of pay. Notification for court or other assignments by telephone does not constitute callback. However, discussion of a work assignment by telephone does constitute callback and the officer will be paid for the actual time of the conversation in fifteen (15) minute increments.

Section 16.4 **Court Time**

Employees covered by the terms of this Agreement, who are required to appear in court, at a coroner's inquest or other similar proceeding while on their off-duty time, shall receive a minimum of two (2) hours pay at their overtime rate. The parties agree to continue their practice of paying for travel time irrespective of the time spent in court at the rate of one hour at the overtime rate for DuPage County and two hours at the overtime rate for Will County.

Section 16.5 **Court Readiness Pay**

Officers required by the Chief of Police, or his designee, to be available for a possible court appearance (trial) during off-duty time shall receive two (2) hours at one-and-one-half (1½) their regular rate of pay per day as court readiness pay unless the officer is notified by 5:00 p.m. on the prior business day that he/she was scheduled to appear that his/her appearance will not be necessary.

Section 16.6

Stand-by

Any officer assigned to be on stand-by on weekends, beginning at the end of the regularly scheduled work day on Friday until the beginning of the regularly scheduled work day on Monday or any two consecutive days off, shall receive eight hours of pay at the overtime hourly rate.

Section 16.7

Required Overtime

The Chief of Police, or his designee, shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee shall take reasonable steps to obtain volunteers for posted overtime assignments before assigning required overtime work.

Where it will not adversely affect the job or unduly add to the time of making work assignments, the Chief, or his designee, will assign overtime on a seniority basis among employees present and available, with the most senior officer having right of acceptance or refusal. However, volunteers will not necessarily be selected for work in progress. Also, specific officers, including investigators, may be selected for special assignments based upon specific skills, ability and experience they may possess.

Permanent shifts are selected by seniority prior to the beginning of the next calendar year. All permanent beats will be filled with permanent shift officers. Officers who are assigned to a permanent shift and/or beat and permanent relief beat officers may be assigned to special overtime for assignments specific to their beats - *i.e.*, homeowner association meetings and beat specific problem solving issues - without regard to seniority except as to each other (unless the officer created the special overtime assignment through his/her own efforts).

Any other patrol overtime assignment that is known five (5) days or more in advance shall only be posted for officers that are assigned to a 12 hour patrol beat shift. The Watch Commander or his designee will have the flexibility to fill a twelve (12) hour overtime assignment with one officer or to apportion that overtime to two officers in six hour assignments. The assignments will be based on seniority and will be posted in accordance with the Special Event and Billable Overtime assignment process set forth in Section 16.11. The provisions of this Section shall not be applicable to sergeants.

If a scheduled overtime assignment is cancelled less than forty-eight (48) hours before the scheduled start of the assignment, the scheduled officer shall receive two (2) hours of overtime pay.

Section 16.8 **No Pyramiding**

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

Section 16.9 **Changes in Normal Workweek and Workday**

The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or work week, the City will give at least forty-eight (48) hours notice to the individuals affected by such change except under emergency circumstances or here agreed to by the parties and the officer's consent will not be unreasonably withheld. This Section does not apply for officers who are assigned to be on stand-by pursuant to Section 16.6.

Section 16.10

Switching of Shifts

Officers may switch shifts with other officers in their respective division with prior approval of the Division Commander, provided notice of the switch is submitted in writing to their respective Commanders. If a switch is denied, the officers shall be notified in writing as to the reason.

Officers may switch shifts on a quarterly or partial quarterly basis with other officers in their respective division with prior approval of the Division Commander, provided that at least seven (7) calendar days notice of the switch is submitted in writing. The Division Commander's approval will not be unreasonably withheld.

The foregoing shall not apply to the switching of individual shifts. Officers may switch individual shifts by notifying their supervisor prior to the start of the shift to be switched. Officers may switch individual shifts by completing an application for leave request and receive the approval of their respective Watch Commanders or designee. Such request shall be made 24 hours in advance and shall not be unreasonably denied.

Section 16.11

Special Event Overtime

(A) *Notification:* The Patrol Division Commander or his designee will prepare a memo requesting volunteers to work the special event that:

- 1) Is distributed to all police personnel by e-mail;
- 2) Is posted on the bulletin board outside of the traffic unit;
- 3) Describes the event including;
 - (a) date/time to be worked,
 - (b) location
 - (c) who will be responsible for the scene,
 - (d) mode of dress required,
 - (e) any special qualification needed,
 - (f) general responsibilities/duties,

- (g) name of organization and person running the event,
- (h) number of officers needed,
- (i) date of posting, and
- (j) deadline for response.

(B) *Response:* Officers requesting to work the special event will place their name in writing along with their City identification number upon the sign-up sheet. All requests must be completed prior to the deadline for response on the deadline date.

(C) *Selection:* All personnel selected will be based on seniority (most senior first) from the list of volunteers. In the event an assignment is not filled due to a lack of officer volunteers (after the deadline date and time set), the assignments will be made available to sergeants and officers with a second deadline date. Priority will be given to officers on the second round. In the event an assignment is not filled due to a lack of volunteers, assignments will be based on the inverse order of seniority of officers (excluding sergeants) and subject to availability. The Patrol Division Commander, or his designee, will prepare a memo indicating the officer(s) who are assigned to the event and distribute it to:

- 1) the officer(s) assigned;
- 2) all Commanders;
- 3) the bulletin board outside of the traffic unit.

(D) *General Rules:* For most special events and billable overtime, the selection/notification will occur at least seven (7) days prior to the event. Special Events approved by the Police Department with less than seven (7) days prior notice may be handled/or denied at the discretion of the Patrol Division Commander or his designee. If an officer selected to work a special event cannot work the event, he must notify the Patrol Division Commander, or his designee, as soon as possible.

If an officer selected to work a special event fails to notify the Patrol Division Commander or his designee at least seventy-two (72) hours prior to the event, it shall be the

officer's responsibility to either find a substitute officer to work the event or work the event himself.

Section 16.12

An event not related to daily operations (16.9) or special events (16.11) that is known to the department for 14 days or more prior to the event and requires the reallocation of resources, including personnel, shall require two weeks prior notification of schedule change to employees affected by such reallocation. This two week advance notice shall not apply to schedule changes caused by previously unknown information related to the event that becomes known within the 14 day period.

Section 16.13 Compensatory Time Off

The Employer agrees to grant compensatory time in lieu of overtime payment at the employee's request. Compensatory time off may be accumulated to a maximum of eighty (80) hours provided that the officers compensatory time bank will be reduced to a maximum of sixty (60) hours as of the last payroll date in December of each year. Compensatory time off will be granted at the employee's request with such request subject to the approval of the employee's immediate supervisor, and with the consideration of other like requests and staffing. When compensatory time off is granted, the employee shall not be required to remain on stand-by status. The City agrees that employees who elect to contribute compensatory time to their annual VEBA contribution shall have the right to "park" their annual compensatory time contribution up to a maximum of forty (40) hours outside of the sixty (60) hours maximum set forth above. The parties' compensatory time usage agreement is appended hereto as APPENDIX F.

Section 16.14 **Canine Unit**

Officers assigned to the canine unit shall work a schedule agreed to by the canine unit members and police management. One (1) hour of the canine unit member's shift shall be assigned to the care of the assigned dog at the officer's home.

Section 16.15 **Assignment to Special Units**

Any officer assigned to a special multi-agency unit outside the Naperville Police Department, including but not limited to the DuPage Metropolitan Enforcement Group, (DUMEG) or the Drug Enforcement administration (DEA) by acceptance of such assignment, shall be bound by that unit's standard operating procedures and policies concerning shift assignments, call-back pay, alteration of shift hours, overtime scheduling, overtime pay, and compensatory time off. Officers will not be involuntarily assigned to such units.

Section 16.16 **Staffing Levels**

The Department will establish staffing levels each year for the purpose of granting time off. The Department reserves the right to modify staffing levels during the year and, if it does so, the Union will be so advised and any employee who has been granted a day off (whether taken or not) will not be adversely affected.

The actual staffing levels are not part of this collective bargaining agreement and are not subject to the grievance and arbitration process.

Section 16.17 **Duty Reduction Time**

The parties' Duty Reduction Time ("DRT") Agreement is appended hereto as **Appendix G**. The parties agree to meet prior to establishing the 2017 DRT schedule to discuss any issues arising under the new DRT scheduling process.

Christmas Day

Three (3) Floating Holiday (employee's day of choice)

Section 17.2 **Payment in Lieu of Holidays**

Employees will receive compensation in the form of an extra day's pay at one-and-one-half (1½) times the employee's regular hourly rate for all holidays. When a holiday falls on a normal day off for such employees, they will receive the same benefits as if the holiday fell on the day of work.

Employees shall have the option for the last five (5) holidays of the year (Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day) to convert those holidays to vacation days as payment in lieu of the holidays.

- 1) As paid time off at the regular wage rate and receive the extra one-half time twenty (20) hours can be paid in cash in January of each year; or
- 2) Five (5) days at a rate of one-and-one-half (1½) times the employee's regular hourly rate to be paid in cash rather than the time off.

Employees receiving payment in lieu of holidays must work the last scheduled day before and the first scheduled day after a holiday to be entitled to holiday pay unless absence is authorized for a scheduled vacation, verified illness or other authorized leave. The holiday time will be accrued as it is earned.

ARTICLE 18
LEAVES OF ABSENCE

Section 18.1 **Personal Leave**

All full-time permanent employees shall be granted two (2) days leave for personal business during each year of this contract without loss of pay, or deduction of sick leave. Personal business is defined as any business that cannot be conducted at a time not in conflict with the employee's regular work day, an emergency over which he has no control which

requires immediate attention and the observance of a religious obligation. Notice of such leave shall be given as far in advance as is possible, and may be taken as a portion of a day, but in no event less than two (2) hours. A personal business day may not be used while an employee is on sick leave and may not be used during the week immediately before or after an employee's scheduled vacation, nor in conjunction with a holiday except in unusual or emergency circumstances but may be taken at the expiration of sick leave. A personal business day, or any portion thereof, that is unused at the end of each annual anniversary of this Agreement shall be dropped from the employee's record. If any full-time permanent employee shall take any personal leave prior to completing six (6) months of employment with the City, and shall leave the City's employment during said six (6) month period, said employee shall be obligated to repay said leave payment to the City and the City shall deduct any such amount from any funds owed by the City to said employee.

Section 18.2 **Funeral Leave**

When there is a death in the immediate family of an employee, said employee shall be granted up to three (3) days off, whether or not the employee is schedule eight (8) or twelve (12) hour shifts, without loss of pay and without charge to accrued leave between the date of death and the date of the funeral. Any additional time needed for funeral leave purposes shall be at the discretion of the Chief of Police and shall be chargeable to accrued leave.

The term "immediate family" is defined as spouse, mother, father, brother, sister, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, grandparents of a 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").

Section 18.3

Military Leave

Inactive Reservists. Employees who are members of a military reserve unit of the United States or State of Illinois may request up to fifteen (15) working days annually to attend special training without loss of pay, seniority, status, salary increases or other benefits. An employee anticipating military leave must notify their immediate supervisor and must furnish Human Resources and/or Payroll with a copy of official orders as soon as available. Attendance at this training will in no way affect the employee's conditions of employment. Employees returning from military duty will receive their salaries adjusted by the amount of the military stipend after submission of their Leave Earnings Statement to Payroll for processing.

Active Reservists. Regular full-time employees who are members of a military reserve unit and called to active duty will be granted a military leave of absence for the period of time called to duty or any extension of active duty at the request of the Federal Government. During the term of leave, the employee will be paid any difference between the City of Naperville salary and military pay for up to one year. In addition, all medical benefits will be continued for the dependents of reservists called to active duty, also for up to one year. Upon return from military leave, the employee will not suffer any loss of seniority, status, salary increases and covered benefits.

The City of Naperville intends to comply with the prevailing state and federal laws regarding military commitments by employees.

Section 18.4

Jury Duty Leave

Employees called upon for jury duty should notify their immediate supervisor as soon as possible. Time off with pay shall be granted to employees serving on jury duty for any regularly scheduled work shift missed due to their service if the employee provides a copy of the jury duty notice or to the evidence of actual days served. The employee should submit proof of service

with his or her time sheet to receive a regular paycheck. An employee's time served on jury duty shall not be charged against sick time or vacation time and shall be considered time worked. Employees may keep any payment for jury duty served.

Section 18.5 **Family and Medical Leave Act**

Provisions of the Family and Medical Leave Act (FMLA) were adopted as City policy on August 3, 1993 (Ordinance 93-133) and amended December 6, 1994 and October 21, 1997. The FMLA policy is incorporated herein as **Appendix I**.

ARTICLE 19
SICK LEAVE

Section 19.1

Employees may voluntarily participate in the City's Time Off Plan (TOP) instead of the sick and vacation plans in place prior to the implementation of TOP. New employees must choose between TOP and the sick and vacation plans in place prior to the implementation of TOP by the end of the second day of their employment. Sections 19.5, 19.7, 19.8, 19.10 and 19.11 of this article are applicable to all employees, whether they are TOP participants or not. The remainder of the provisions in this article shall be applicable only to those employees who are not participants in TOP. TOP policies and procedures as adopted by the City are hereby incorporated and made part of this agreement, and are set forth in **APPENDIX J**, attached hereto.

Sick leave (for those employees not on TOP) shall be earned for each pay period worked, effective with the first day of employment, at a rate of one day per month, for a total of twelve (12) days per year. Any employee who terminates employment and has utilized unearned sick leave days shall be required to repay the City for such days upon his termination. No sick leave will be earned during an unpaid leave of absence.

Section 19.2

Sick leave with pay may be accumulated without limitation.

Section 19.3

Accumulated sick leave up to nine hundred sixty (960) hours total as of the final day of actual work shall, upon formal retirement from the City's service, be deposited into the employee's VEBA or post-retirement health plan. Employees must be at least fifty (50) years of age as of the last day of actual work and be fully vested with eight (8) years of service credible to the Police Pension Fund to be eligible.

Section 19.4

Sick leave (for employees not on TOP) may be granted for any of the following reasons:

- 1) Incapacitation due to illness, injury or disability;
- 2) Personal medical or dental appointments which cannot be scheduled during non-working hours;
- 3) Absence required by illness or disability of the employee's spouse, children, parents, parents-in-law, sisters and brothers; other persons living in the employee's household are also included. (Limit six (6) days per year). An employee may request additional time for extenuating circumstances from their Division Commander. Employees may be requested to bring in a physician's statement.
- 4) Fathers may use up to five (5) sick days for the birth of his child or children.
- 5) Adoptive mothers and adoptive fathers may use up to five (5) sick days for the placement of his/her child or children.

Section 19.5

Any use of sick leave for purposes other than those outlined above is not authorized.

Misuse of sick leave may be grounds for disciplinary action.

Section 19.6

Vacation credit will not be accumulated during any type of leave of absence without pay.

Section 19.7

The Chief of Police will establish procedures for employees to notify dispatch of their absence and intent to use sick leave. The officer will not be asked what his illness is, but may be asked for the estimated length of time off needed for the illness. If sick leave is used for more than three (3) consecutive scheduled work days, a supervisor may request a written confirmation of illness or injury signed by a physician. If sick leave is used for more than three (3) consecutive scheduled work days, a statement from a physician may be required indicating that the employee's physical or mental ability will allow a return to normal duty. A supervisor may also require a statement from a physician confirming illness when there have been more than three (3) instances of absence for sick leave in any one (1) year (calendar year period). Employees are responsible for obtaining a physicians statement when required. The City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

Section 19.8

Employees are expected to use sick leave only for reasons stated in 19.4. Judicious use of sick leave will help provide the employee with continuing income in the event of a serious illness. However, if an employee incurs a serious illness that requires a lengthy absence, physician care or hospitalization and accumulated sick leave is exhausted, arrangements can be made to receive advance sick leave.

- (a) After sick leave is exhausted and an employee has been ill for seven (7) days, he may be advanced thirty (30) days additional sick leave, subject to the following:
 - 1) This benefit is not intended to be a substitute for benefits that may be available from a pension fund. Consequently, at the expiration of regular sick leave benefits, the employee must apply to the appropriate pension fund for coverage if he is to become indebted to the City for sick leave. After applying to the appropriate pension fund for coverage, the employee

may borrow sick leave until the pension fund approves the employee's application, subject to the maximum of thirty (30) days.

- 2) The employee must sign an installment agreement to repay the sick leave that is advanced. The agreement must be signed before any additional sick leave is paid.
- 3) When the employee returns to work, the Finance Department will advise the employee how much sick leave is owed. Repayment will involve crediting one-half (½) of all sick leave earned to the debt until it is repaid. The employee may also repay the debt or a portion of it with cash or vacation time credit. If employment with the City is terminated, the employee will be required to pay the debt. Repayment is required whether termination is voluntary or involuntary. Employees may repay any unpaid portion of the additional leave time by cash, vacation time credit or unused sick leave credit. Refunds from the pension contributions may also be used. If a debt remains after all available credits and payments have been applied at the time of termination, the employee will repay the debt within a period of time agreed to by the City. If an employee dies while still in service to the City and is indebted to the City for borrowed sick leave, then the debt still due shall be canceled by the City.

Section 19.9

An employee covered by the terms of this Agreement who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No employee will lose any insurance benefits when injured on duty.

The City will pay for a police officer's funeral expenses if the officer dies on duty.

Section 19.10

All absences with pay granted under this provision shall be based on the basis that the reason given by the employee for same is valid and that the request is in conformance to the policies herein stated, and shall be subject to investigation by the City. Errors of fact or omission on the part of the employee may be cause for loss of leave with pay or disciplinary action.

Section 19.11

The parties agree that they will meet regularly during the term of this agreement to discuss the establishment of a voluntary sick leave bank for employees to which employees may contribute time for use by employees who exhaust their leave time due to extended illness or injury. If agreement is reached, the parties will execute a side letter reflecting such agreement.

**ARTICLE 20
VACATION**

Section 20.1

Employees may voluntarily participate in the City's Time Off Plan (TOP) instead of the sick and vacation plans in place prior to the implementation of TOP. Sections 20.2, 20.3, and 20.4 of this article are applicable to all employees, whether they are TOP participants or not. The remainder of the provisions in this article shall be applicable only to those employees who are *not* participants in TOP. TOP policies and procedures as adopted by the City are hereby incorporated and made part of this agreement, and are set forth in APPENDIX J attached hereto.

Vacations with pay shall be granted to all employees not participating in the City's Time Off Plan (TOP) in accordance with the following schedule:

<u>Service Time</u>	<u>Vacation Accrual Rate</u>	
0-6 months	no vacation earned	
7-12 months	60 hours plus 4.62 hours per pay period	
Years 1 through 4	4.62 hours per pay period	3 weeks
Years 5 through 10	6.15 hours per pay period	4 weeks
Years 11 through 15	7.69 hours per pay period	5 weeks
Start of 16th year	8 hours per pay period	5 weeks + 1 day
Start of 17th year	8.31 hours per pay period	5 weeks + 2 days
Start of 18th year	8.61 hours per pay period	5 weeks + 3 days
Start of 19th year	8.92 hours per pay period	5 weeks + 4 days
Start of 20th year	9.23 hours per pay period	6 weeks

Maximum total vacation time that can be earned is six (6) weeks.

Employees must complete six (6) months of employment before any vacation time can be used.

Section 20.2

Vacation time earned during one year must be taken during the following year unless permission is granted by the Chief of Police to accumulate not to exceed one (1) year's annual vacation in excess of the regular allowance in any one year. Employees may take their annual vacation all at one time or divide their total time into separate terms. The employee will be allowed to take his annual accrual of vacation through December 31st of that year on the first round by seniority. During the second round, the employee can take any carryover from his remaining accrued vacation time. Patrol officer vacation picks will be selected in the following lots:

- Monday and Tuesday
- Wednesday and Thursday
- Friday, Saturday and Sunday.

The vacation and shift selection call-in team must include at least one (1) FOP Lodge # 42 Executive Board member. Employees may cash out up to eighty (80) hours of vacation time per year.

Section 20.3

The Chief of Police shall establish a vacation schedule for employees prior to the end of each calendar year so that all employees can plan their own schedules and so that supervisors can program the work of the department. Vacation schedules shall be arranged so as to provide as minimal a disruption to the work of the department as can be reasonably achieved. For like positions, departmental seniority shall govern the granting of priorities for vacation scheduling.

Section 20.4

When an employee's service with the City is terminated, he shall receive compensation for unused vacation leave accumulated, prorated if employee leaves before the last five (5) holidays of the year. An employee who leaves the City service before completing six (6) months of full and continuous service will receive no vacation pay.

ARTICLE 21
UNIFORM ALLOWANCE

Section 21.1

The Employer agrees to purchase for each new employee covered by this Agreement all needed uniforms and equipment. This shall include, but not be limited to:

- | | |
|----------------------------|----------------------------|
| 4 - Uniform pants, | 5 - Winter uniform shirts, |
| 5 - Summer uniform shirts, | 1 - Pair winter boots, |
| 1 - Pair uniform shoes, | 1 - Bullet proof vest, |
| 2 - Vest covers, | 2 - Ties, |
| 1 - Fall/spring jacket, | 1 - Leather winter jacket, |
| Raincoat, | Hats and covers, |
| Radio case, | Handcuffs, |

Necessary and required leather belts and accessories, and any and all other equipment the department deems necessary. Additionally, Investigators will receive a six hundred dollar (\$600.00) clothing allowance in the second pay period of January of each year of this Agreement.

The parties agree that they will meet regularly during the term of this agreement to discuss adding items to the list of equipment and uniforms currently provided by the Employer. If agreement is reached, the parties will execute a side letter reflecting such agreement.

Section 21.2

The Employer shall replace all worn or damaged uniforms and equipment as needed by the employee. The Employer will repair or replace within reasonable limits an employee's glasses, contact lenses, prescription sun glasses or watch (\$150.00 limit) as the result of an employee's use of reasonable force in effectuating an arrest or pursuing a perpetrator subject to the supervisor's verification and approval by the Chief of Police.

Any change or addition to the uniform as now worn by the Police Department shall be paid for by the Employer.

Each employee shall receive an annual clothing maintenance payable in the second pay period of January as follows:

Officers	Investigators
\$875	\$1025

ARTICLE 22
SUBCONTRACTING

Section 22.1

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 employees.

ARTICLE 23
INDEMNIFICATION

Section 23.1

Defense of Actions, Payments of Judgments and Settlements; pursuant to the provisions of 65 ILCS 5/1-4-6, Illinois Compiled Statutes, the City hereby elects that in the event any claim or action is instituted against an employee or former employee of the City arising out of an act or

omission occurring within the scope of his employment as such employee, except where the injury results from willful misconduct of the employee, the City shall appear and defend such employee against the claim or action and pay any judgment based on such claim or action, or pay any compromise or settlement of such claim or action.

ARTICLE 24 **WAGES**

Section 24.1

Employees will move from Step "1" to Step "2" on their first anniversary date of hire subject to a competent evaluation. The employee will move to Step "3" on the January 1st following his first year of employment. Subsequent, progressions in the range "3" to "4", "4" to "5", "5" to "6", "6" to "7", "and "7"to"8" shall occur on January 1st of each contract year. Progression from Step "3" through the remaining steps to Step "8" will take place on an annual basis. Movement from one step to the next will occur only if an employee receives a competent rating during the annual review. Progression to the next step may be deferred for up to ninety (90) days, during which time the employee will have an opportunity to correct any deficiencies. Progression to the next step may be denied for one (1) year due to substandard performance. Upon reaching the "8th" step of the range, an employee will cease becoming eligible for salary (step) increases. Compensation adjustment may also be made due to any of the following conditions:

(a) Employment Rate - The rate of pay for newly hired employees will be at Step "1" of the assigned range.

(b) Lateral Transfer - Upon transfer to a position classified at the same level in the department, the employee's range and step should not be changed. However, if the transfer is to

another department, a new six (6) month probationary period in the new assignment is required. The date the employee is eligible for a pay increase is unchanged.

(c) Stipend for Field Training Officer Assignment - Employees assigned at the discretion of the Field Training Review Board as a Field Training Officer shall be paid an additional 4% of their base pay each year of this Agreement at all times during which they are designated as Field Training Officers. It is understood that the Field Training Review Board retains the right to select and remove officers from the field training assignment.

d) VEBA - The City agrees to cooperate with the Union's implementation of a VEBA plan for post-retirement health care benefits. The City shall contribute to the FOP VEBA in the following manner: for each year of this agreement, the City will contribute \$750 times the number of FOP officers who are eligible to participate in the VEBA as of the effective date of this Agreement and as of May 1st of each year respectively. . Employees must be employed for one full year before becoming eligible to participate in the VEBA. Contributions by the City shall be paid to the trustee of the plan on or before August 1st of each calendar year. Further, the City agrees to allow each eligible FOP officer to deduct up to forty (40) hours annually from his or her: Sick time, Vacation time, Compensatory time or Holiday Pay, for the term of this Agreement. Such contribution of hours by the officer is mandatory. The officer must select the hours to contribute to the plan by April 30th of each year. The contribution of hours for sick time shall be limited to nine hundred sixty (960) hours maximum over the officer's employment with the City, except that the employee may contribute up to four (4) hours of sick time annually to his VEBA which will not be deducted from the 960 hour limit. The employee's contributions shall be paid to the trustee on or before August 1st of each calendar year. The FOP VEBA Plan shall be administered solely by the Trustee of the plan and the FOP has the right to choose and/or change the plan provider at its discretion. This is a defined contribution plan. The City shall have no responsibility, liability, or obligation with regard to the plan or the choice of the plan provider other than to make the payments and deductions set forth above.

(e) Experience Pay - Officers with at least ten (10) years of completed service as a Naperville Police Officer shall receive an annual experience bonus of \$2,000 payable on December 1st by separate check. All officers with at least fifteen (15) years of completed service

as a Naperville Police Officer shall receive an experience bonus of \$3,250 payable December 1st by separate check. Officers must be on the active payroll of that year through April 1 to qualify for the annual experience bonus. The experience pay will be granted if the officer meets requirements, but separates their employment prior to December 1.

Section 24.2

City of Naperville - FOP Wage Rate Schedule

Step	Current		5/1/2015 (3.0%)		1/1/2016 (2.75%)		1/1/2017 (2.0%)	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$31.5211	\$65,563.97	\$32.4667	\$67,530.74	\$33.3595	\$69,387.76	\$34.0267	\$70,775.54
2	\$34.0036	\$66,673.78	\$35.0237	\$72,849.30	\$35.9569	\$74,790.35	\$36.7066	\$76,349.73
3	\$36.4259	\$75,765.78	\$37.5187	\$78,038.90	\$38.5505	\$80,185.04	\$39.3215	\$81,788.72
4	\$38.6113	\$80,311.54	\$39.7696	\$82,720.77	\$40.8633	\$84,995.66	\$41.6805	\$86,695.44
5	\$40.5420	\$84,327.30	\$41.7583	\$86,857.26	\$42.9067	\$89,245.94	\$43.7648	\$91,030.78
6	\$42.1637	\$87,700.55	\$43.4286	\$90,331.49	\$44.6229	\$92,815.63	\$45.5153	\$94,671.82
7	\$43.4287	\$90,331.75	\$44.7316	\$93,041.73	\$45.9617	\$95,600.34	\$46.8810	\$97,512.48
8	\$44.2972	\$92,138.19	\$45.6261	\$94,902.29	\$46.8808	\$97,512.06	\$47.8184	\$99,462.27

Step	1/1/18 (2.0%)		1/1/2019 (2.0%)	
	Hourly	Annual	Hourly	Annual
1	\$34.7072	\$72,190.98	\$35.4014	\$73,634.91
2	\$37.4407	\$77,876.66	\$38.1895	\$79,434.16
3	\$40.1079	\$83,424.43	\$40.9101	\$85,093.01
4	\$42.5141	\$88,429.33	\$43.3644	\$90,197.95
5	\$44.6401	\$92,851.41	\$45.5329	\$94,708.43
6	\$46.4257	\$96,565.46	\$47.3542	\$98,496.74
7	\$47.8185	\$99,462.48	\$48.7749	\$101,451.79
8	\$48.7748	\$101,451.58	\$49.7503	\$103,480.62

Wage increases shall be retroactive to May 1, 2015 for all hours worked or paid as if worked. All current employees and those who retired or received a medical disability pension during the term of this agreement shall receive retroactive pay for the time period that they were employed.

ARTICLE 25
PHYSICAL FITNESS STANDARDS

Section 25.1

The parties' Physical Fitness Program is appended hereto as **Appendix K**.

ARTICLE 26
TUITION REIMBURSEMENT PROGRAM

Section 26.1

Employees in the bargaining unit shall be provided educational assistance in accordance with the provisions of the Tuition Reimbursement Program, provided by the City through its benefits program. Courses must be related to the employee's current position or part of the core curriculum required for the degree they are pursuing.

ARTICLE 27
SAVINGS CLAUSE

Section 27.1

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 of other competent authority, including boards or agencies, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet

promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 28
COMPLETE AGREEMENT

Section 28.1

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the agreement, it may be changed by the Employer as provided in the Management Rights Clause, Article 4. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party 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.

ARTICLE 29
DURATION

Section 29.1 **Term of Agreement**

This Agreement shall be effective May 1, 2015, and shall remain in full force and effect until December 31, 2019. 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 no earlier than one hundred fifty (150) days preceding expiration.

The notices referred to 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 written date of receipt.

Section 29.2 **Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolutions of impasse procedure for a new Agreement or part thereof are continuing between the parties, provided that either party may terminate this Agreement by written notice to the other at least ten (10) days prior to the desired date of termination but not before the anniversary day of this Contract.

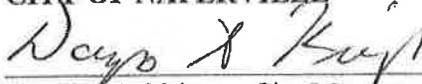
Section 29.3 **Entire Agreement**

This Agreement constitutes the complete and entire Agreement between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights Clause, Article. 4. The parties acknowledge that, during the negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

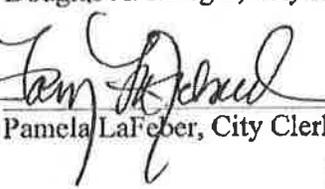
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____

_____ day of _____, 2016.

CITY OF NAPERVILLE



Douglas A. Krieger, City Manager

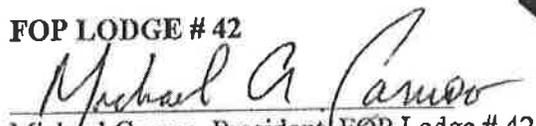


Pamela LaFerber, City Clerk

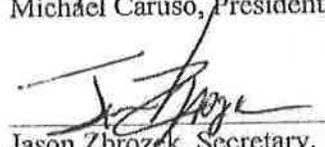
(CITY SEAL)



FOP LODGE # 42



Michael Caruso, President, FOP Lodge # 42



Jason Zbrozek, Secretary, FOP Lodge # 42

Tamara Cummings, General Counsel
FOP Labor Council

APPENDIX A

DUES DEDUCTION FORM

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704

I, _____, hereby authorize my employer, the City of Naperville, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties, and the uniform amount of monthly dues set by the lodge, and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Date: _____

Signed: _____

Address: _____

City: _____

State/Zip: _____

Telephone Number: _____

Please remit all dues deductions to:
Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704
(217) 698-9433

Appendix B

Grievance # _____

Naperville Police Department Grievance Form

(Please Print)

Name of Grievant: _____

Important Note: Employees should reference Article 9 of the Collective Bargaining Agreement (hereinafter "Agreement") between the City of Naperville and the Illinois Fraternal Order of Police, Lodge No. 42, for complete Grievance Procedure regulations and for the time frames for each step of the Procedure.

Step 1

Is this an "internal" or "external" grievance? (An "internal grievance" is defined as a dispute or difference of opinion raised by an employee of the Lodge which pertains to the internal operation of the Police Department involving an alleged violation of an express provision of the Agreement including, but not limited to issues such as assignment of overtime or disciplinary matters. A "City/external grievance" is defined as a grievance which pertains to a matter involving policies established by the City involving an alleged violation of an express provision of this Agreement including, but not limited to issues such as use of sick leave or availability of medical benefits.

1. Please circle one: Internal Grievance External Grievance
2. Please state the alleged rule, regulation or policy violated, including article, section number and date of the alleged violation.

3. Please set forth a detailed factual basis of your grievance:

Step #2/Internal Grievance

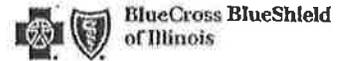
5. Please state in detail why the Deputy Chief's response at Step #1 was unacceptable:

Relief requested at Step #2:

Lodge Representative

Participating Provider Option PPO

Effective 1/1/16



City of Naperville PC0713

BENEFIT HIGHLIGHTS**

PPO Network

This provides only highlights of the benefit plan. After enrollment, members will have access to a Certificate that more fully describes the terms of coverage.

Program Basics

**PPO
(In-Network)**

**Non-PPO
(Out-of-Network)**

Lifetime Benefit Maximum Per individual	Unlimited	
Individual Coverage Deductible Copayments do not apply to the deductible	\$500	\$1,000
Family Coverage Deductible The family deductible maximum is aggregate. Copayments do not apply to the deductible.	\$1,500	\$3,000
Individual Coverage Out-of-Pocket Expense (OPX) Limit (includes deductible) The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year. The following items will not be applied to the out-of-pocket expense limit: <ul style="list-style-type: none"> • Reductions in benefits due to non-compliance with utilization management program requirements • Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA) • Charges for outpatient prescription drug program 	\$3,000	\$6,000
Family Coverage Out-of-Pocket Expense (OPX) Limit	\$9,000	\$18,000

Prescription Drug

Retail: 34 day supply

Retail & Mail Order: Maximum copay per calendar year
\$2500 Single and \$5000 Family

Retail Generic Drugs: \$10 copay
Brand Name: \$35 copay
Non-Formulary Brand: \$50 copay

Mail Order: Provides up to a 90-day supply of maintenance drugs used on a continuous basis for treatment of chronic health conditions. Oral contraceptives are available through Mail Order only.

Mail Order Generic Drugs: \$20 copay
Brand Name: \$70 copay
Non-Formulary Brand: \$100 copay

Out of Network - Drugs covered 75% after copay

Physician Services

Physician Office Visits

One copayment per person per day. Surgeries, therapies, and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance including mental health and substance abuse services.

\$20 Office visit copay \$40 Specialist copay then 90% after deductible	\$20 Office visit copay \$40 Specialist copay then 70% after deductible
--	--

Preventive Care

Routine annual physicals, well-baby exam, hearing exams, immunizations, and other preventive health services as determined by the USPSTF.

100%	70%
------	-----

Maternity Services

A \$20 office visit copayment applies to first prenatal visit (per pregnancy). All other maternity physician covered services are paid the same as Medical / Surgical Services.

90% after deductible	70% after deductible
----------------------	----------------------

Medical / Surgical Services

Coverage for surgical procedures, inpatient visits, therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services.

90% after deductible	70% after deductible
----------------------	----------------------

Hospital Services

Inpatient Hospital Services

Per admission, per individual
Coverage includes services received in a hospital, skilled nursing facility, coordinated home care which is limited to 40 visits, and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.

\$150 admission deductible then 90% after program deductible	\$150 admission deductible then 70% after program deductible
--	--

APPENDIX D

Participating Provider Option PPO

Effective 1/1/16



Hospital Services (continued)

Outpatient Hospital Services

Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, diagnostic x-rays, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services. For routine services such as mammograms, lab tests and x-rays performed in an outpatient hospital setting, see Preventive Care benefits.

\$100 copay
then
90% after deductible

\$100 copay
then
70% after deductible

Outpatient Emergency Care (Accident or Illness)

90% after deductible

Additional Services

Muscle Manipulation Services

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.

- 15 visit maximum per benefit year

90% after deductible

70% after deductible

Therapy Services – Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

90% after deductible

70% after deductible

Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

90% after deductible

70% after deductible

Other Covered Services

- Private duty nursing - (Please refer to certificate for details)
- Ambulance services
- Naprapathic services - 15 visit maximum per calendar year
- Medical supplies
- Blood and blood components

80% after deductible

See paragraph below regarding Schedule of Maximum Allowances (SMA).

Durable Medical Equipment (DME) is a covered benefit. Please refer to Certificate for details.

Optometrists, Orthotic, Prosthetic, Podiatrists, Registered Surgical Assistants, Registered Nurse First Assistants and Registered Surgical Technologists are covered providers. Please refer to Certificate for details.

Discounts on Eye Exams, Prescription Lenses and Eyewear

Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log into Blue Access® for Members (BAM) at www.bcbsil.com/member and click on the Advantages to Membership link.

Blue Care Connection (BCC)

When members receive covered inpatient hospital services, outpatient mental health and substance abuse services (MHSA) from a participating provider, the member will be responsible for contacting either the BCC or MHSA preauthorization line, as applicable. You must call one day prior to any hospital admission and/or outpatient MHSA service or within 2 business days after an emergency medical or maternity admission. Please refer to your benefit booklet for information regarding benefit reductions based on failure to contact the applicable preauthorization line. Note: Outpatient MHSA preauthorization is effective for services on or after January 1, 2012 and thereafter.

Schedule of Maximum Allowances (SMA)

The Schedule of Maximum Allowances (SMA) is not the same as a Usual and Customary fee (U&C). Blue Cross and Blue Shield of Illinois' SMA is the maximum allowable charge for professional services, including but not limited to those listed under Medical/Surgical and Other Covered Services above. The SMA is the amount that professional PPO providers have agreed to accept as payment in full. When members use PPO providers, they avoid any balance billing other than applicable deductible, coinsurance and/or copayment. Please refer to your certificate booklet for the definition of Eligible Charge and Maximum Allowance regarding Providers who do not participate in the PPO Network.

To Locate a Participating Provider: Visit our Web site at www.bcbsil.com/providers and use our Provider Finder® tool.

In addition, benefits for covered individuals who live outside Illinois will meet all extraterritorial requirements of those states, if any, according to the group's funding arrangements.

Affordable Care Act (ACA)

The benefits shown comply with the Affordable Care Act (ACA), including the accommodation for the women's preventive services. Also, as part of ACA, clients will be receiving a Summary of Benefits and Coverage (SBC) for enrollments with effective dates beginning on or after September 23, 2012.

For non-grandfathered health plans, certain women's preventive services may be covered with no member cost-sharing when such services are furnished by an in-network provider. For a full list of these prescriptions and/or services, please contact the Customer Service number on your ID card.

****This is a general summary of your benefits.** Please refer to your Summary of Benefits and Coverage (SBC), or you may request a copy of the policy or plan document by calling Customer Service, for additional details and a description of the plan requirements and benefit design. This plan does not cover all health care expenses. Please carefully review the plan's limitations and exclusions.



BlueCross BlueShield of Illinois

Effective 1/1/16

City of Naperville
B03195

BENEFIT HIGHLIGHTS**

Blue Advantage HMOSM

Only highlights of this benefit plan are provided. After enrollment, members will receive a Benefit Booklet that more fully describes the terms of coverage.

Program Basics	HMO
<p>Your Doctor</p> <p>Choose a medical group and primary care physician (PCP) for each member of your family from our directory or Web site. Each female member may select a Woman's Principal Health Care Provider (WPHCP) in addition to her PCP, however your Primary Care Physician and your Woman's Principal Health Care Provider must be affiliated with or employed by your Participating IPA/Participating Medical Group. All care must be provided or coordinated by your PCP, WPHCP or medical group/Independent Practice Association (IPA).</p>	
Annual Deductible	None
<p>Medical Out-of-Pocket Maximum (excludes drugs and vision)</p> <p>Individual</p>	\$1500 per calendar year
<p>Medical Out-of-Pocket Maximum (excludes drugs and vision)</p> <p>Family</p>	\$3000 per calendar year
Lifetime Maximums	none
In the Hospital	HMO
Number of Days of Inpatient Care unlimited days	n/a
Room & Board private or semi-private room	\$250 per admission Copay
Surgeon's Fees, Doctor's Visits, Medication, Other Miscellaneous Charges	100%
Emergency Care	HMO
<p>Emergency Services</p> <p>(Medical conditions with acute symptoms of sufficient severity such that a prudent layperson could reasonably expect the absence of medical attention to result in serious jeopardy of the person's health, serious impairment to bodily functions or serious dysfunction to any bodily organ or part)</p> <ul style="list-style-type: none"> Covered services performed in a hospital emergency room in or out of area. Copay, if any, waived if admitted. 	\$150 copay
Physician Services	HMO
<p>Doctor's Office Visit (copayment covers the visit and all covered services provided)</p> <ul style="list-style-type: none"> primary care physician specialist 	<p>\$20 Copay</p> <p>\$40 Copay</p>
Routine Physical Exams, Immunizations, Preventive Health Services	100%
Diagnostic Tests and X-rays, Allergy Treatment & Testing	100%
Medical Services	HMO
<p>Outpatient Surgery</p> <p>hospital facility</p>	\$150 Copay then 100%
<p>Maternity Care</p> <ul style="list-style-type: none"> Hospital Care Physician Care 	<p>\$250/admission Copay then 100%</p> <p>A \$20 office visit copayment applies to first prenatal visit (per pregnancy).</p>
Infertility Services	\$40 copay then 100%



City of Naperville
B03195

BENEFIT HIGHLIGHTS**

Blue Advantage HMOSM

<p>Mental Health & Chemical Dependency Treatment</p> <ul style="list-style-type: none"> • Outpatient • Inpatient 	<p>\$20 Copay then 100% \$250/admission, then 100%</p>
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Medical Services (continued)	HMO
<p>Outpatient Rehabilitation Services (includes, but is not limited to, physical, occupational or speech therapy) 60 combined visits for Occupational Therapy, Physical Therapy and Speech Therapy based on your group policy</p>	<p>\$0 copay</p>
<p>Outpatient Speech Therapy (for Pervasive Developmental Disorder only)</p>	<p>\$0 copay</p>
Other Services	HMO
<p>Durable Medical Equipment, Prosthetic Devices, Ambulance Service, Hospice, Coordinated Home Care (excludes custodial care)</p>	<p>100%</p>
<p>Prescription Drug – up to 34 day supply per script</p> <ul style="list-style-type: none"> • Generic • Formulary Brand • Non-formulary Brand • Self-injectable (Insulin and Infertility injectables are subject to the overall copayments) 	<p>\$10 \$35 \$50 \$50</p>
<p>Prescription Drug – up to 90 day supply per script</p> <ul style="list-style-type: none"> • Generic • Formulary Brand • Non-formulary Brand 	<p>\$20 \$70 \$100</p>
<p>Prescription Drug Out-of-Pocket Maximum</p> <ul style="list-style-type: none"> • Individual maximum per calendar year • Family maximum per calendar year 	<p>\$2500 \$5000</p>
<p>Vision Care</p> <ul style="list-style-type: none"> • Exams • Eyewear (Discount Applies) 	<p>100% for exam only, one every 12 months \$75 material allowance every 24 months</p>

Service Area

Must reside in HMO service area. The BlueCross service area includes the Illinois counties of Boone, Christian, Cook, DeKalb, DuPage, Fulton, Greene, Grundy, Iroquois, Kane, Kankakee, Kendall, Knox, Lake, LaSalle, Lee, Livingston, Logan, Macoupin, Mason, McHenry, Menard, Monroe, Morgan, Ogle, Peoria, Sangamon, Stark, St. Clair, Stephenson, Tazewell, Whiteside, Williamson, Will, Winnebago and Lake county in Indiana. The HMO Illinois service area also includes Kenosha County in Wisconsin. Please note: the service area is subject to change.

Durable Medical Equipment (DME) is a covered benefit. Please refer to Certificate for details.

Optometrists, Orthotics, Prosthetic, Podiatrists, Registered Surgical Assistants, Registered Nurse First Assistants and Registered Surgical Technologists are covered providers. Please refer to Certificate for details on these and other provider types.

Discounts on Eye Exams, Prescription Lenses, Eyewear and Other Devices

Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log into Blue Access for MembersSM (BAM) at bcbsil.com/member and click on the Blue365SM Member Discount Program link.

Blue Care ConnectionSM (BCC)

When members receive covered inpatient hospital services, (outpatient mental health and substance abuse services [MHSA]), coordinated home care, skilled nursing facility or private duty nursing from a participating provider, the member will be responsible for precertifying these services, if applicable.



You must call one day prior to any hospital admission (and/or certain outpatient MH/SA services) or within 2 business days after an emergency medical or maternity admission. Please refer to your benefit booklet for information regarding benefit reductions based on failure to contact the applicable preauthorization line.

Residential Treatment Centers (RTC) Update

Under the Mental Health Parity and Equity Addiction Act (MHPAEA), residential treatment facilities are now included for the treatment of Mental Health and Substance Abuse conditions. They will be covered at the inpatient hospital facility benefit payment level, per Medical Necessity Criteria, which provides guidelines for level of service, appropriate setting, preauthorization and concurrent review process.

Schedule of Maximum Allowances (SMA)

The Schedule of Maximum Allowances (SMA) is not the same as a Usual and Customary fee (U&C). The Blue Cross and Blue Shield of Illinois SMA is the maximum allowable charge for professional services, including but not limited to, those listed under Medical/Surgical and Other Covered Services above. The SMA is the amount that professional PPO providers have agreed to accept as payment in full. When members use PPO providers, they avoid any balance billing other than applicable deductible, coinsurance and/or copayment. Please refer to your certificate booklet for the definition of Eligible Charge and Maximum Allowance regarding Providers who do not participate in the PPO Network.

To Locate a Participating Provider: Visit our Web site at bcbsil.com/providers and use our Provider Finder® tool.

Benefits for covered individuals who live outside of Illinois need to meet all extraterritorial requirements of the state they are in, according to the group's funding arrangements.

Benefits for covered individuals who live outside of Illinois need to meet all extraterritorial requirements of the state they are in, according to the group's funding arrangements.

** This is a general summary of your benefits. Please refer to your Summary of Benefits and Coverage (SBC), or you may request a copy of the Benefit booklet/Plan document by contacting your Employer. You may also log onto BAM and/or contact Customer Service at the number on the back of your ID card for additional information. This plan does not cover all health care expenses. Please carefully review the plan's limitations and exclusions.

227921.0615

City of Naperville CDHP PPO PC0674

BENEFIT HIGHLIGHTS**

PPO Network

This provides only highlights of the benefit plans(s). After enrollment, members will have access to a Certificate that more fully describes the terms of coverage.

Health Care Account (HCA)	Contribution	
<i>Annual HCA Employer Contribution for Individual Coverage</i>	\$500- every January 1 thereafter	
<i>Annual HCA Employer Contribution for Family Coverage</i>	\$1,000- every January 1 thereafter	
<i>Maximum HCA Balance for Individual Coverage</i>	\$1,000	
<i>Maximum HCA Balance for Family Coverage</i>	\$2,000	
Program Basics	P.P.O. (In-Network)	Non-P.P.O. (Out-of-Network)
<i>Lifetime Benefit Maximum</i> Per individual	Unlimited	
<i>Individual Coverage Deductible</i> The first services applied to the deductible each calendar year are paid from the HCA, provided there is any balance in the account. Remaining deductible is paid from the members' own funds.	\$1,000 for Individual	
<i>Family Coverage Deductible</i> Satisfied when the total of expenses applied to the deductible reaches the family deductible amount for all covered family members. No individual family member may meet any more than the individual deductible amount. The first services applied to the deductible each calendar year are paid from the HCA, provided there is any balance in the account. Remaining deductible is paid from the members' own funds.	\$2,000	
<i>Individual Coverage Out-of-Pocket Expense (OPX) Limit</i> The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year. The following items will not be applied to the out-of-pocket expense limit: <ul style="list-style-type: none"> • Reductions in benefits due to non-compliance with utilization management program requirements • Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA) 	\$3,000	\$6,000
<i>Family Coverage Out-of-Pocket Expense (OPX) Limit</i> Satisfied when the total expenses of all covered family members meet the Family Coverage OPX limit amount. Each family member may not meet more than the Individual Coverage OPX.	\$6,000	\$12,000
<i>Outpatient Prescription Drugs</i> Applies to all drugs at retail and mail.	80% after deductible	75% after deductible
Physician Services		
<i>Physician Office Visits</i> Includes coverage for office charge, mental health, substance abuse, diagnostic lab tests and x-ray services other than for routine care. For routine services, please refer to Preventive Care below.	80% after deductible	60% after deductible
<i>Preventive Care</i> Includes benefits for routine physical examinations, immunizations and routine diagnostic tests.	100%	60%
<i>Maternity Services</i> First prenatal visit (per pregnancy) and all other maternity physician covered services.	80% after deductible	60% after deductible
<i>Medical / Surgical Services</i> Coverage for surgical procedures, inpatient visits, therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services.	80% after deductible	60% after deductible
Hospital Services		
<i>Hospital Admission Deductible</i> Per admission, per individual	\$0	\$300
<i>Inpatient Hospital Services</i> Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.	80% after deductible	60% after deductible



BENEFIT HIGHLIGHTS

PPO Network

Hospital Services (continued)

Outpatient Hospital Services

Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, diagnostic x-rays, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services. For routine services such as mammograms, lab tests and x-rays performed in an outpatient hospital setting, see Preventive Care benefits.

80% after deductible

60% after deductible

Outpatient Emergency Care (Accident or Illness)

The deductible and coinsurance applies to both In- and out-of-network emergency room visits.

80% after deductible

Additional Services

Muscle Manipulation Services

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor.

80% after deductible

60% after deductible

Therapy Services – Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

80% after deductible

60% after deductible

Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

80% after deductible

60% after deductible

Other Covered Services

- Private duty nursing - (Please refer to certificate for details)
- Naprapathic services - 15 visits maximum per calendar year
- Blood and blood components
- Ambulance services
- Medical supplies

See paragraph below regarding Schedule of Maximum Allowances (SMA).

80% after deductible

Durable Medical Equipment (DME) is a covered benefit. Please refer to Certificate for details.

Optometrists, Orthotic, Prosthetic, Podiatrists, Registered Surgical Assistants, Registered Nurse First Assistants and Registered Surgical Technologists are covered providers. Please refer to Certificate for details.

Discounts on Eye Exams, Prescription Lenses and Eyewear

Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log into Blue Access® for Members (BAM) at www.bcbsil.com/member and click on the BlueExtras Discount Program link.

Blue Care Connection (BCC)

When members receive covered inpatient hospital services, outpatient mental health and substance abuse services (MHSA) from a participating provider, the member will be responsible for contacting either the BCC or MHSA preauthorization line, as applicable. You must call one day prior to any hospital admission and/or outpatient MHSA service or within 2 business days after an emergency medical or maternity admission. Please refer to your benefit booklet for information regarding benefit reductions based on failure to contact the applicable preauthorization line. Note: Outpatient MHSA preauthorization is effective for services on or after January 1, 2012 and thereafter.

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In addition, benefits for covered individuals who live outside Illinois will meet all extrajurisdictional requirements of those states, if any, according to the group's funding arrangements.

Affordable Care Act (ACA)

The benefits shown comply with the Affordable Care Act (ACA), including the accommodation for the women's preventive services. Also, as part of ACA, clients will be receiving a Summary of Benefits and Coverage (SBC) for enrollments with effective dates beginning on or after September 23, 2012.

For non-grandfathered health plans, certain women's preventive services may be covered with no member cost-sharing when such services are furnished by an in-network provider. For a full list of these prescriptions and/or services, please contact the Customer Service number on your ID card.

****This is a general summary of your benefits.** Please refer to your Summary of Benefits and Coverage (SBC), or you may request a copy of the policy or plan document by calling Customer Service, for additional details and a description of the plan requirements and benefit design. This plan does not cover all health care expenses. Please carefully review the plan's limitations and exclusions.

FOP Lodge 42 Wellness Incentive Program

APPENDIX E

Program Description

Participants must complete each of the following wellness criteria annually:

- An online health risk assessment (HRA) on BlueCross BlueShield of IL's (BCBS) website;
- A city-sponsored biometric screening or annual physical (which includes a glucose test and lipid panel);
- If applicable, members with one of the following chronic health conditions participate in at least four (4) regularly scheduled health counseling and coaching telephone calls with a BCBS registered nurse or medical professional: asthma, congestive heart failure, COPD, coronary artery disease or diabetes.

Participants must also complete two of the following wellness criteria during the calendar year to qualify for the incentive:

- A colorectal exam, prostate-specific antigen (PSA) screening, mammogram, pap screening, digital rectal exam, bone density screening or colonoscopy;
- A flu shot;
- Participate in the city benefits fair;
- A tetanus/diphtheria immunization;
- A preventive dental cleaning;
- Sign in and participate in two city health, safety and wellness program events;
- Members who use tobacco or are over their body mass index (BMI) threshold participate in at least four (4) regularly scheduled telephone calls with a BCBS smoking cessation or lifestyle management nurse or coach.

Eligibility Guidelines

Participation is voluntary. Employees interested in participating in this program must be enrolled in the city's BlueEdge PPO HSA medical insurance plan and be a member of the FOP Lodge 42.

Conf. memo

Addendum to the Collective Bargaining Agreement Between The City of Naperville and the Illinois Fraternal Order of Police Labor Council/F.O.P Lodge No. 42.

Pursuant to the Side Letter between the Illinois Fraternal Order Police Labor Council and the City of Naperville regarding Compensatory Time, the parties have negotiated the following agreement involving the granting of compensatory time. The following agreement shall be incorporated into Section 16.12 of the parties' collective bargaining agreement:

- a) Requests for compensatory time off made by the employee to a supervisor at least five (5) calendar days from the requested time off shall be granted to two (2) employees per shift and shall not be denied regardless of staffing.
- b) Requests for compensatory time off made by the employee to a supervisor with less than five (5) calendar days notice from the requested time off shall be granted to one (1) employee provided that the Employer has not already granted a total of two such requests as provided in paragraph a.
- c) The total number of compensatory time off requests that the Employer is required to grant per shift if requested in the manner set forth in paragraph a and b above is two (2).
- d) The Employer shall not deny requests for compensatory time requested in the manner and time frame set forth in paragraphs a, b, and c and it shall not cancel previously granted requests for compensatory time off regardless of staffing.
- e) Compensatory time off requests in addition to those requested and granted in the manner above, will be subject to the approval of the employees' immediate supervisor and with the consideration of other like requests and staffing. Nothing in this subsection (e) shall require that the Employer grant a compensatory time off request outside of the rules set forth in subsections a through c above.

The Employer understands that this agreement is subject to the approval of the Union's membership.

Agreed and Approved:
[Signature]
City of Naperville

12/20/07

[Signature]
Illinois Fraternal Order of
Police Labor Council

12/14/07

APPENDIX G
DRT AGREEMENT

Below is an addendum to the agreement between the Naperville Police Department and Naperville FOP Lodge #42 regarding the method of implementing DRT and filling in openings when a sick call occurs and the shifts fall below minimum staffing. This agreement is only in effect with the regard to twelve hour shifts.

DRT SCHEDULING:

DRT will automatically be linked to vacation, compensation time, personal time, holiday time (where the officer takes the day off), and training. It will not be linked to an individual sick day, unless the sick call is on the officers scheduled DRT day, DRT will not be rescheduled to move to a sick day. The exception is an FMLA sick day or an extended illness. DRT will only be given in four hour blocks. If the cancellation of an officer's DRT was due to a shortage on shift it will not be rescheduled and overtime will be paid to the officer whose DRT was cancelled. DRT already scheduled will not be re-arranged and rescheduled due to a shift shortage from an injury or extended illness etc. Canceling the DRT and paying overtime to the officers would fill these slots.

DRT will be scheduled by seniority on a four month basis, beginning in December 2015, April 2016, and August 2016 and in subsequent years of this contract. The DRT selection will cover January through April, May through August and September through December. There may be some overlap in the following month depending on when the start of the schedule year begins. Management shall publish a schedule of available DRT slots in each of the aforementioned scheduling months and officers shall have the right to select their bi-weekly DRT slot by seniority. The DRT schedule shall thereafter be published before the aforementioned coverage periods. All leave applications will be considered and will be accepted after each DRT selection is completed for the respective period.. Leave applications will be turned into a supervisor from their shift or their watch commander if a shift supervisor is not available. The request will be dated and initialed by the supervisor and will be approved or denied within a 48 hour time period and returned to the officers follow-up folder with exception of request for leave on Mondays. Leave applications received on the same date will be considered on a seniority basis. Leave applications received on different dates will be considered on a date received basis, first received first approved.

SICK CALL, CALL IN PROCEDURE:

Sick call on any shift:

1. If the call in is received 12 hours prior to the start of shift but less than 24 hours prior to the start of shift, the opposite company same shift will be called to fill the vacancy. If no one on the opposite company same shift will fill the vacancy then the members of the bargaining unit who are assigned as evidence technicians (investigations members), traffic officers, and tactical officers (all three units combined) would be called in seniority order to fill the vacancy. If no one takes the vacancy after the calling is

completed, then reverse seniority of this entire group will be utilized and the junior officer will be forced to come into work.

2. If it is less than 12 hours prior to the start of shift, the available personnel on duty would be requested by seniority to hold over for four hours, and then procedure one would be followed. If this sick call results in the potential cancellation of drt on the shift, the officer whose drt is being cancelled would be asked if he/she would like to work the drt as overtime. If the officer does not want to work the overtime, then procedure one of the call in procedure would be utilized. If no one off duty accepts the 4 hours of drt overtime, then the officer's drt will be cancelled and he/she will be forced to "stay".
3. If the sick call, vacancy is known greater than 24 hours but less than five days then an email to the officers Naperville email address and a message to the on duty squad cars will be sent out asking for an officer to fill an opening that will occur, a minimum opportunity of four hours for officers to respond is required. This selection will be made strictly by seniority of those who respond.
4. Vacancies known greater than five days in advance will follow normal posting procedures.
5. Call in lists by seniority, company, shift, and specialty position will be maintained by the Watch Commander secretary.
6. No officer will be required to work more than 16 hours in a 24 period without receiving 8 hours of rest. Unless in a case of emergency, which must be documented by the on duty Watch Commander.

APPENDIX H

Call-In Overtime Procedure

An overtime based call-in for a Patrol shift personnel shortage known for 5 days or more will be posted on the overtime board and sent out as a department email.

An overtime based call-in for a Patrol shift personnel shortage known *less* than 5 days will be filled by a patrol beat officer, in accordance with the FOP seniority list and in the following manner:

Shortage known for the dayshift:

- For the first 4 hours of the dayshift, the on duty Watch Commander or his designee from the nightshift will seek a volunteer by seniority to fill the first 4 hours of the dayshift.
- If there are no volunteers, the least senior officer will be ordered to stay and work the 4 hours.
- Then call the opposite company to fill remaining 8 hours.
- If they are unable to fill the remaining 8 hours with a volunteer, then reverse seniority will be used to force the available junior officer into work for the remaining shift.
- For the last 4 hours of the dayshift, the on duty Watch Commander or his designee will seek a volunteer, by seniority, from the on-coming night shift to report 4 hours early.

Shortage known for the nightshift:

- For the first 4 hours of the nightshift, the on duty Watch Commander or his designee from the dayshift will seek a volunteer by seniority to fill the first 4 hours of the nightshift.
- If there are no volunteers, the least senior officer will be ordered to stay and work the 4 hours.
- Then call the opposite company to fill remaining 8 hours.
- If unable to fill the remaining 8 hours with a volunteer, then reverse seniority will be used to force the available, junior officer into work for the remaining shift.
- For the last 4 hours of the dayshift, the on duty Watch Commander or his designee will seek a volunteer, by seniority, from the on-coming day shift to report 4 hours early.

Additional:

- Call-in lists by seniority and Shift Company will be maintained by the Watch Commander secretary.
- No officer will be required to work more than 16 hours in a 24 hour period without receiving 8 hours of rest. This will not apply in cases of emergency, which must be documented.
- The Lodge 42 seniority list will consist of Patrol beat officers in order of their date of hire as described in Section 14.3 of the contract. For purposes of this call-in procedure, Patrol beat officers will be the only officers eligible.
- Should these shortages be caused by DRT, the officer scheduled to have the DRT will have the "First right of Refusal" in order to staff the shift. Officers will not be forced to work their DRT.



City of Naperville
Employee Policy Manual

APPENDIX I

Leave Policies - Family Medical Leave Act (FMLA) of 1993

Document Owner: Compensation and Benefits Manager

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>.

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees of the City of Naperville are eligible if they have worked for the city for twelve months. The eligible employee must be a regular full-time or part-time employee, *who has worked at least 1250 hours in the last 12 months (or 625 hours, if part-time, within the last six months)* preceding the request to take leave.

[Leave Policies - Family Medical Leave Act \(FMLA\) of 1993 - Reasons for Taking Leave](#)

[Leave Policies - Family Medical Leave Act \(FMLA\) of 1993 - Advance Notice and Medical Certification](#)

[Leave Policies - Family Medical Leave Act \(FMLA\) of 1993 - Job Benefits and Protection](#)

[Leave Policies - Family Medical Leave Act \(FMLA\) of 1993 - Additional FMLA Information for City of Naperville Employees](#)



City of Naperville
Employee Policy Manual

Leave Policies - Family Medical Leave Act (FMLA) of 1993 - Reasons for Taking Leave

Document Owner: Compensation and Benefits Manager

Version: 1

Approved by: City Manager

Effective Date: 10/19/2004

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Unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the *employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For the employee's own serious health condition that makes them unable to perform their job.

*NOTE: Covered people or events may be similar or different than other definitions in other policies, as guided by different laws.

Under the FMLA, employers may require that certain kinds of paid leave be substituted for unpaid leave. The City of Naperville's policy is to require that employees use accrued sick leave to care for a seriously ill immediate family member, or for the employee's own serious health condition, before using unpaid leave. An employee may substitute other accrued paid leaves (i.e. vacation, personal days) for FMLA leaves at their choice. The city's policy also provides for sick leave, disability, workers compensation, and other paid and unpaid leave to run concurrently with the FMLA.



City of Naperville
Employee Policy Manual

Leave Policies - Family Medical Leave Act (FMLA) of 1993 - Advance Notice and Medical Certification

Document Owner: Compensation and Benefits Manager

Version: 1

Approved by: City Manager

Effective Date: 10/19/2004

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The employee is required to provide advance leave notice and medical certification. FMLA Leave may be denied if the following requirements are not met:

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- When the leave is unforeseeable, the employee must notify his/her supervisor as soon as possible; usually within two business days.
- The city will require medical certification to support a request for leave because of a serious health condition. The city may also require second and third opinions (at the employer's expense) in support of such serious health conditions.
- An employee anticipating maternity or paternity leave is required to alert the Human Resources Department and/or their immediate supervisor of their intent to take time off, using the FMLA Request for Leave Form, so that appropriate FMLA tracking can take place.
- Documentation of family and medical leave (FMLA) is required by the Human Resources Department. Family and medical leaves taken to care for a spouse, child or parent with a serious medical condition will require: (1) medical certification which documents the date on which the condition commenced, the probable duration of the condition and the appropriate medical facts and (2) a statement that the employee is needed to care for the child, spouse or parent. For family and medical leaves for an employee's own serious illness, medical certification will be required. Continuing certification also may be required as necessary.
- Return to work from an FMLA Leave taken for an employee's own serious illness requires a Fitness for Duty evaluation and completion by a physician of the city's Return to Work Form.



**City of Naperville
Employee Policy Manual**

**Leave Policies - Family Medical Leave Act (FMLA) of 1993 - Job Benefits
and Protection**

Document Owner: Compensation and Benefits Manager

Version: 1

Approved by: City Manager

Effective Date: 10/19/2004

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- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.



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- The method for computing the 12-month period under the FMLA will be 12 months measured forward from the first date when FMLA leave is used.
- The FMLA limits the leave that may be taken by spouses who work for the same employer to a combined total of 12 work weeks during any 12-month period, if leave is taken for birth or placement for adoption or foster care, or to care for a sick parent. The City of Naperville will not apply this limitation to its employees. It will allow 12 work-weeks for each employee/spouse.
- Under the FMLA, the city will maintain health insurance coverage and recover premiums paid during any period of unpaid FMLA leave, if the employee fails to return to work for at least 30 calendar days after the employee's FMLA leave entitlement has expired, with two exceptions. The employee is responsible for making his/her appropriate premium contributions during FMLA leave. Those exceptions are: The continuation, recurrence, or onset of the serious health condition that entitled the employee to the leave in the first place; and other circumstances beyond the control of the employee, such as involuntary relocation. Employees requesting leave under FMLA will be liable to the city for insurance premiums paid during any period of unpaid FMLA leave, if they do not return to work within 30 days following the expiration of their FMLA leave. This payment may be made in cash or deducted from the employee's accrued vacation, PTO or other appropriate paid leave balances. Employees who do not return from FMLA may be entitled to COBRA coverage.
- Current practice in the City of Naperville is to allow a father or an adoptive mother to utilize five sick days in conjunction with the birth or adoption of his/her child (three shift days for NFD personnel). Fathers and adoptive mothers who are on the TOP plan may utilize up to 5 sick days for the birth or adoption of their child after satisfying an elimination period. Any additional time is to be taken as vacation, PTO or personal time, or as unpaid leave under the FMLA.
- Intermittent leave for the care of a child after birth or placement for adoption or foster care under the FMLA, may be granted by the Department Director when there will be no detrimental effect on the operation of the employee's department. Intermittent leave for

the employee's own, or his or her spouse's, child's or parent's serious health conditions may be taken when medically necessary.

- When applying to take leave under the FMLA, an employee should notify his or her supervisor as soon as possible and make an appointment with their HR Generalist to discuss FMLA leave and what type of paid time off may be appropriate. The supervisor will notify the HR Generalist who will notify the HR/Benefits of the request for an FMLA packet. HR/Benefits will then send a FMLA packet to the employee's home.
- "Key Employee Status" – at the time leave is requested, a determination will be made as to whether or not the employee is among the highest paid 10% of the organization (a "key employee"). If the individual is determined to be a "key employee," this notice will be amended to advise the employee of such status, and the potential consequence that restoration to the same job may be denied following the FMLA leave, and explaining the conditions required for such denial.
- Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless such position was eliminated through downsizing or reduction in force.
- Additional questions regarding requested FMLA leave should be directed to the Human Resources Department.



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The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees of the City of Naperville are eligible if they have worked for the city for twelve months. The eligible employee must be a regular full-time or part-time employee, *who has worked at least 1250 hours in the last 12 months (or 625 hours, if part-time, within the last six months)* preceding the request to take leave.

[Leave Policies - Family Medical Leave Act \(FMLA\) of 1993 - Reasons for Taking Leave](#)

[Leave Policies - Family Medical Leave Act \(FMLA\) of 1993 - Advance Notice and Medical Certification](#)

[Leave Policies - Family Medical Leave Act \(FMLA\) of 1993 - Job Benefits and Protection](#)

[Leave Policies - Family Medical Leave Act \(FMLA\) of 1993 - Additional FMLA Information for City of Naperville Employees](#)



City of Naperville
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Leave Policies - Family Medical Leave Act (FMLA) of 1993 - Reasons for Taking Leave

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Unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the *employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For the employee's own serious health condition that makes them unable to perform their job.

*NOTE: Covered people or events may be similar or different than other definitions in other policies, as guided by different laws.

Under the FMLA, employers may require that certain kinds of paid leave be substituted for unpaid leave. The City of Naperville's policy is to require that employees use accrued sick leave to care for a seriously ill immediate family member, or for the employee's own serious health condition, before using unpaid leave. An employee may substitute other accrued paid leaves (i.e. vacation, personal days) for FMLA leaves at their choice. The city's policy also provides for sick leave, disability, workers compensation, and other paid and unpaid leave to run concurrently with the FMLA.



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Leave Policies - Family Medical Leave Act (FMLA) of 1993 - Advance Notice and Medical Certification

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The employee is required to provide advance leave notice and medical certification. FMLA Leave may be denied if the following requirements are not met:

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- When the leave is unforeseeable, the employee must notify his/her supervisor as soon as possible; usually within two business days.
- The city will require medical certification to support a request for leave because of a serious health condition. The city may also require second and third opinions (at the employer's expense) in support of such serious health conditions.
- An employee anticipating maternity or paternity leave is required to alert the Human Resources Department and/or their immediate supervisor of their intent to take time off, using the FMLA Request for Leave Form, so that appropriate FMLA tracking can take place.
- Documentation of family and medical leave (FMLA) is required by the Human Resources Department. Family and medical leaves taken to care for a spouse, child or parent with a serious medical condition will require: (1) medical certification which documents the date on which the condition commenced, the probable duration of the condition and the appropriate medical facts and (2) a statement that the employee is needed to care for the child, spouse or parent. For family and medical leaves for an employee's own serious illness, medical certification will be required. Continuing certification also may be required as necessary.
- Return to work from an FMLA Leave taken for an employee's own serious illness requires a Fitness for Duty evaluation and completion by a physician of the city's Return to Work Form.



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- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.



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- The method for computing the 12-month period under the FMLA will be 12 months measured forward from the first date when FMLA leave is used.
- The FMLA limits the leave that may be taken by spouses who work for the same employer to a combined total of 12 work weeks during any 12-month period, if leave is taken for birth or placement for adoption or foster care, or to care for a sick parent. The City of Naperville will not apply this limitation to its employees. It will allow 12 work-weeks for each employee/spouse.
- Under the FMLA, the city will maintain health insurance coverage and recover premiums paid during any period of unpaid FMLA leave, if the employee fails to return to work for at least 30 calendar days after the employee's FMLA leave entitlement has expired, with two exceptions. The employee is responsible for making his/her appropriate premium contributions during FMLA leave. Those exceptions are: The continuation, recurrence, or onset of the serious health condition that entitled the employee to the leave in the first place; and other circumstances beyond the control of the employee, such as involuntary relocation. Employees requesting leave under FMLA will be liable to the city for insurance premiums paid during any period of unpaid FMLA leave, if they do not return to work within 30 days following the expiration of their FMLA leave. This payment may be made in cash or deducted from the employee's accrued vacation, PTO or other appropriate paid leave balances. Employees who do not return from FMLA may be entitled to COBRA coverage.
- Current practice in the City of Naperville is to allow a father or an adoptive mother to utilize five sick days in conjunction with the birth or adoption of his/her child (three shift days for NFD personnel). Fathers and adoptive mothers who are on the TOP plan may utilize up to 5 sick days for the birth or adoption of their child after satisfying an elimination period. Any additional time is to be taken as vacation; PTO or personal time; or as unpaid leave under the FMLA.
- Intermittent leave for the care of a child after birth or placement for adoption or foster care under the FMLA, may be granted by the Department Director when there will be no detrimental effect on the operation of the employee's department. Intermittent leave for

the employee's own, or his or her spouse's, child's or parent's serious health conditions may be taken when medically necessary.

- When applying to take leave under the FMLA, an employee should notify his or her supervisor as soon as possible and make an appointment with their HR Generalist to discuss FMLA leave and what type of paid time off may be appropriate. The supervisor will notify the HR Generalist who will notify the HR/Benefits of the request for an FMLA packet. HR/Benefits will then send a FMLA packet to the employee's home.
- "Key Employee Status" – at the time leave is requested, a determination will be made as to whether or not the employee is among the highest paid 10% of the organization (a "key employee"). If the individual is determined to be a "key employee," this notice will be amended to advise the employee of such status, and the potential consequence that restoration to the same job may be denied following the FMLA leave, and explaining the conditions required for such denial.
- Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless such position was eliminated through downsizing or reduction in force.
- Additional questions regarding requested FMLA leave should be directed to the Human Resources Department.

APPENDIX J

Time Off Plan (TOP) Policy

Introduction and Conversion

TOP was approved by City Council on May 15, 2001, as an alternative leave policy for current employees of the City of Naperville. Current employees were given a one-time opportunity either to elect TOP as their leave plan, or stay with the current sick and vacation plan. Elections are irrevocable.

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

- Firefighters working shifts
- Employees whose Collective Bargaining Agreements have other provisions

Current employees who elect TOP will have all of their accrued vacation time converted into Paid Time Off (PTO), and all of their accrued sick leave carried over into TOP as sick leave. Employees who elect TOP will immediately have 5 PTO days (40 hours) credited to their PTO leave accrual (prorated for employees scheduled less than 40 hours per week.) Any additional PTO time for which an employee is eligible under TOP during the first year of implementation will be credited over the course of the first year. During the first year of TOP, there is no limit on the amount of PTO an employee can accumulate.

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

Components

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).

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 work less than a 40-hour workweek will have their PTO accrual prorated accordingly. PTO time will not be earned during any period of unpaid leave. A maximum 2-year accrual of PTO time may be accumulated at any one time. Any PTO beyond a 2-year accrual will be forfeited. PTO is earned according to the following schedule after June 9, 2002 (the first year accruals will vary due to crediting upfront the 40 hours of PTO time):

Start of Year	Annual PTO Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	120	4.62	240
2	120	4.62	240
3	120	4.62	240
4	120	4.62	240
5	160	6.15	320
6	160	6.15	320
7	160	6.15	320
8	160	6.15	320
9	160	6.15	320
10	160	6.15	320
11	200	7.69	400
12	200	7.69	400
13	200	7.69	400
14	200	7.69	400
15	200	7.69	400
16	208	8.00	416
17	216	8.31	432
18	224	8.62	448
19	232	8.92	464
20 +	240	9.23	480

- Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.
- Employees paid in lieu of holidays will receive accrue an extra 40 hours of PTO time (1.54 hours per pay period)

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.

Sick Leave

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.

Elimination Period

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.

An employee will need to exhaust only one elimination period for an on-going or re-occurring serious illness or disability (for themselves or an immediate family member) if certified by a Physician under the FMLA.

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.

PTO Cash Out

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.

Compensatory Time

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 ½ 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. All accrued compensatory time will be paid out at the time an employee separates from employment.

Sick Leave Donation Bank

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

- 1) An employee's own non-job related, serious illness, until the employee is eligible to draw disability payments from his/her pension fund.
- 2) 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, IMRF 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.

Sick Leave Incentive: 401(a)

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

1-4 years
5-9 years
10-14 years
15-19 years
20-24 years
25-29 years
30+ years

Days of Pay (based on full-time employment)

1.00 day (8 hours)
1.15 days (9.2 hours)
1.35 days (10.8 hours)
1.40 days (11.2 hours)
1.50 days (12 hours)
1.75 days (14 hours)
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 at an hourly wage rate of \$15.00 per hour. George utilizes 15 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 shall 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 July each year for the TOP year ending June 9th.

Payment and Conversion of Leave Time at Retirement and Separation

Employees may be eligible to receive a portion of their accumulated sick leave at their time of termination from employment depending on their years of service and qualification for a pension as described below:

1. An employee shall receive up to 50% of accumulated sick leave (45 days maximum) if he or she terminates from employment in good standing, after completing at least ten years of service. Payment will be made at the wage rate in effect as of the last day worked. Once an employee has received a termination bonus under the provisions of this paragraph, he or she shall not be entitled to any additional sick leave payment.

through the City or through his or her personal physician to determine what actions must take in order to participate. The officer's progress will be measured annually until he is medically cleared to participate in the program.

Frequency

Officers shall be required to participate in the program on a biannual basis. The Chief of Police shall set a scheduling plan for the four exercises in consultation with FOP Lodge # 42 representatives. If an officer is unable to complete an exercise within the minimum standard (Bronze Standard), he will be required to retake that exercise every twelve months until he meets the minimum standard. It should be stressed that to attain goals, officers should not over-exert themselves but instead should seek to steadily improve their conditioning.

Fit for Duty Determinations

The purpose of this program is to foster officer fitness and not to determine an officer's fitness for duty. As such, there will be no discipline associated with this program. The Chief of Police determines if an officer is physically fit for duty based solely on work-related duties and functions and not as a result of any of the physical fitness tests in this program. Likewise, FOP Lodge #42 continues to have a contractual right to challenge any fitness for duty determination made by the Chief of Police. Neither party's rights are abridged through their agreement to this physical fitness program.

Off Duty Workouts

The City does not require officers to engage in workouts or other forms of physical exercise during their non-work time. As such, any workout or physical exercise engaged in by officers during non-work time in preparation for this program is voluntary and not covered under the Workers' Compensation statute.

Administration of the Program

The Resource and Safety Management Section (R&SM) will be responsible for the administration and management of this program. Such responsibilities include recordkeeping of names, waivers, achievement time/number of each standard, monetary incentives, etc. In addition, R&SM will research and determine the most appropriate location to host this program based on cost, availability and scheduling.

STANDARDS AND INCENTIVES:

All officers will participate in the four program exercises and will have an opportunity to earn incentives based upon goal attainment.

There will be three (3) levels of standards for each exercise - Bronze, Silver and Gold. The standards were chosen to make success within reach at the Bronze level for all

officers who are willing to work for it, while the Silver and Gold levels will require extra effort and challenge, even for those who are currently fit. Monetary incentives will consist of a payment following the successful accomplishment of an exercise standard as follows: **Bronze Standard** - \$20 per exercise; **Silver Standard** - \$25 per exercise; and **Gold Standard** - \$40 per exercise.

Standards

<u>Test</u>	<u>Bronze Standard</u>	<u>Silver Standard</u>	<u>Gold Standard</u>
1.5 Mile Run	Time 16:28	Time 15.32	Time 14.36
1 Rep Max Bench Press or Minimum Push Up (1 minute Time limit)	64% of Body Weight or 25 Push-ups	73% of Body Weight or 27 Push-ups	82% of Body Weight or 29 Push-ups
Minimum Sit-Ups (1 minute time limit)	29 Sit-ups	32 Sit-ups	35 Sit-ups
Vertical Jump	16 Inches	17 Inches	18.5 Inches

EFFECTIVE DATE

This program takes effect on May 1, 2010.