AGREEMENT
BETWEEN
CITY OF NAPERVILLE
AND
NAPERVILLE PROFESSIONAL FIREFIGHTERS UNION
IAFF LOCAL 4302
May 1, 2016 – December 31, 2019

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A G R E E M E N T

This Agreement is made and entered into by and between the CITY OF NAPERVILLE (hereinafter referred to as the "City") and the NAPERVILLE PROFESSIONAL FIREFIGHTERS UNION, IAFF LOCAL 4302 (hereinafter referred to as the "Union").

PREAMBLE

It is the intent and purpose of this Agreement to set forth the parties' agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage harmonious labor-management relations, to provide effective and efficient services to the public; and to provide procedures for the prompt, equitable and peaceful adjustment of grievances as provided herein. The City and the employees covered by this Agreement regard themselves as public servants who agree to conduct themselves with honor and integrity, both on and off duty in order that they may merit the respect and confidence of the general public.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION AND REPRESENTATION

Section 1.1 Recognition.

The City recognizes the Union as the sole and exclusive bargaining representative for all full-time sworn personnel employed by the City of Naperville Fire Department with the rank of Fire Captain and below. Persons encompassed within the above-referenced bargaining unit shall individually and collectively be referred to herein as "employee" and "employees."

Persons excluded from the bargaining unit are all other City employees, including but not limited to, the Fire Chief, Deputy Chief, Battalion/Bureau Fire Chiefs, any employee excluded from the definition of firefighter as defined in Section 1603(g) of the Illinois Public Labor Relations Act, civilian employees, part-time employees, and all other supervisory, managerial, professional, short-term and confidential employees as defined by the Act.

Section 1.2 Fair Representation.

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

Section 1.3 Gender.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

Section 1.4 New Hire Orientation

The City will provide a Union officer with an opportunity to share information regarding the Union and the collective bargaining agreement, as well as enrolling new hires in the IAFF VEBA, with a new hire or group of new hires during their initial orientation. The Union officer will not be compensated by the City for time spent during such orientation.

ARTICLE II - DUES CHECK-OFF AND FAIR SHARE

Section 2.1 Voluntary Dues Check-off.

During the term of this Agreement the City will deduct from each employee's regular paycheck the uniform, regular Union dues for each employee in the bargaining unit who has filed with the City a lawfully written voluntary dues authorization form. An employee may revoke his/her dues check-off authorization at any time upon thirty (30) days advance written notice to the City. The City will send the dues collected under this Section to the Union Treasurer, along with a list of names from whom deductions have been made, each pay period.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the City's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the City at least thirty (30) days advance written notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2.2 FIREPAC

The Employer agrees to deduct, monthly, FIREPAC deductions in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted bi-weekly by the employer to the Treasurer of the Union.

An employee may, at any time, on forms provided by the Union, revoke FIREPAC deduction and shall submit such revocation for to the City with a copy of such revocation form to the Union.

Section 2.3 Fair Share.

During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing sixty (60) days after their employment or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the City a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

Section 2.4 Indemnification.

The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of the provisions of this Article.

ARTICLE III - UNION BULLETIN BOARD

Section 3.1 Bulletin Board.

The City agrees to furnish suitable space for bulletin board (with a locking glass cover) of approximately 3 feet by 4 feet in a mutually agreeable, non-public area in each fire station, which the Union may use to post notices pursuant to the provisions of this Article. One set of keys to the bulletin board will be given to Fire Chief or Duty Chief, and the other keys shall be retained by the Union President or the President's designee. No other Union notices or materials shall be posted on any other City property or equipment unless otherwise mutually agreed between the City and the Union.

Section 3.2 Use.

All postings on the Union bulletin boards shall be non-political, non-abusive, non-inflammatory, non-defamatory and non-discriminatory (in accordance with City policy). The Union will limit the posting of Union notices and/or bulletins to such bulletin boards.

Section 3.3 Removal of Posted Material.

If the City believes that material posted on any or all Union bulletin boards is in violation of this Article, the Fire Chief or his designee shall notify the Union President who shall promptly see to the removal of the material from the bulletin board. If the Union President is not available, the Fire Chief or Duty Chief may remove the material and notify an available Union Steward of such action. Any disputes about material which has been removed may be the subject of a grievance.

Section 3.4. Union Responsibility.

All costs incidental to preparing and posting Union material will be borne by the Union. The Union is responsible for posting approved material on its designated bulletin board and for maintaining such bulletin board in an orderly condition.

ARTICLE IV - MANAGEMENT RIGHTS

Except as specifically modified by any and all other articles of this Agreement, the Union recognizes that the City retains and does not waive all traditional rights to manage and direct the affairs of the City in all its various aspects not modified by the terms of this Agreement. The City recognizes that it shall act consistent with the authority granted to it under the Constitution, federal law and state law, except to the extent that rights under state law are not limited or are modified by the terms of this agreement, including the Management Rights provision.

These rights and powers include but are not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ personnel subject to the Illinois Municipal Code, 65 ILCS 10.2-1-1 and the Firefighter Substitute Bill SB 834; to schedule and assign work and employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate and promote employees; to demote, discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Notwithstanding the foregoing, the parties agree that in conditions of civil emergency (which may include, but are not be limited to, riots, civil disorders, tornado conditions, floods, or other catastrophes), as may be reasonably declared by the Mayor or his authorized designee, the City may temporarily suspend the provisions of this Agreement, provided that wage rates shall not be suspended, and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 5.1 Purpose.

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. Nothing in this Article or Agreement shall be construed as a guarantee of hours.

Section 5.2 Work Schedule.

Bargaining unit personnel assigned to shift shall normally work a duty shift of 24 consecutive hours, beginning at 7:00 a.m., followed by 48 consecutive hours off. When an employee is scheduled for, or requests a 12-hour period of time off, the normal working hours would be from 7:00 a.m., to 7:00 p.m., or from 7:00 p.m., to 7:00 a.m., the following day. For purposes of Section 7K of the FLSA, the City has adopted a 27-day work cycle.

Bargaining unit personnel assigned to 40-hour workweeks shall normally work an 8-hour day plus a one-hour unpaid meal period during a seven (7) day work cycle. Beginning and ending times may vary, as determined by the City, but are usually 7:00 a.m. to 4:00 p.m., or 8:00 a.m. to 5:00 p.m. Lunch periods will normally be scheduled after the third and before the sixth hour of the workday. If the employee is unable to take a lunch break due to operational issues, he shall be paid for the unused portion of his lunch break. From time to time a change in these work hours may be necessary or appropriate. The employee's supervisor must approve this change. The City may offer flexible work

schedules to personnel assigned to 40-hour workweeks. The employee's division manager and the Fire Chief must approve flexible work schedules.

Should it be necessary in the City's judgment to establish individual schedules departing from the normal work day, normal work week or work cycle; to change an employee's shift assignment, or to temporarily change an employee's assignment from shift work to a 40-hour workweek, *e.g.*, for training, alternate duty assignment, other assignments for bona fide operational reasons, to a maximum of thirty (30) calendar days, unless otherwise agreed by the employee, the City will give, if practicable, at least 24 hours advance notice of such change to all employees whose normal work day, normal work week, and/or normal work cycle is changed.

The Union and the City agree to allow bargaining unit employees assigned to 40-hour work week positions to work an alternative flexible schedule as outlined below, if the employee so chooses;
The flex time schedule will be a nine day; 80-hour pay period with alternate Fridays off.

The employee will work what is the equivalent of an 8.88-hour workday. Time off is accrued per section 15.1 of the CBA, however, time off will be debited on an 8.88-hour time frame under this flex-time election, changing the total numbers of days, but not altering the accrued hours as outlined in the CBA.

For bargaining unit members electing to work this schedule, the union agrees to waive the terms set forth in Article V section 5.4, regarding overtime for 40-hour work week employees. Instead, the City and Union agree that overtime will be calculated as any time actually worked outside of their scheduled workday.

Section 5.3 Kelly Days.

Shift employees shall be granted one 24 hour Kelly day every 9th scheduled shift, in order to reduce average work hours to an annual average of 49.9 hours per week. The City shall schedule these Kelly Days (pursuant to Section 15.4, Step 1 scheduling) each year in order to reduce average work hours in compliance with Fair Labor Standards Act provisions. For overtime purposes, scheduled Kelly days shall not be considered hours worked. Shift seniority (i.e., most to least) shall be utilized to make initial Kelly day assignments. Work reduction days shall be taken on the assigned date and may not be exchanged, except among employees on the same shift pursuant to Section 6.1 of this Agreement.

Section 5.4 Overtime Pay.

Bargaining unit employees shall receive overtime pay or compensation time (see 5.11) at the rate of one and one-half (1.5) times their regular hourly rate of straight time pay for all hours actually worked outside their scheduled hours or in excess of 24 consecutive hours of actual work in a duty shift. Overtime shall be paid in fifteen-minute increments. Periods of less than fifteen minutes per day worked in excess of the normal workday shall not be counted when calculating overtime pay, in accordance with regulatory rounding rules. Overtime work must be approved by the employee's Chief Officer, or his designee prior to the commencement of the work.

Employees working a 40-hour work week shall be eligible for overtime at a rate of one and one-half (1.5) times the regular hourly rate of straight time pay or compensation time (see 5.11) for all hours worked in excess 40 hours in seven (7) day work cycle. Overtime work must be approved by the employee's Bureau Chief or his designee prior to the commencement of the work.

Section 5.5 Overtime Assignment Definitions.

The Naperville Fire Department allocates overtime duty to serve a multitude of staffing needs. Overtime assignments typically fall into three different categories.

1. Shift Overtime – overtime duty distributed in order to satisfy the shift staffing levels determined necessary by the City to cover the routine delivery of emergency services by the Operations Division.

2. Non-Shift Overtime – overtime duty distributed to ensure staffing required for the completion of short-term or temporary staffing and other special duty assignments not associated with the routine delivery of emergency services.

3. Emergency Call-Out – overtime duty distributed in order to provide additional staffing to supplement response to community emergencies. This overtime may be restricted to individuals with specific or specialized training.

Mandatory Overtime Assignment – The Fire Chief or his designee may mandatorily assign overtime work for shift or special duties to individual employees in accordance with the provisions of this Agreement.

There will be a separate Mandatory Overtime Holdover List of all bargaining unit shift employees, which shall initially be created on the basis of reverse seniority. (New employees will be added to the top of the list when they become eligible.) If the City determines that it is necessary to hire back, the next employee on the list with the necessary qualifications and/or rank from the off going shift shall be used to fill the vacancy. If an employee works (or is assigned to work) the overtime, such employee shall not be mandatorily assigned overtime under this procedure until their name comes up again in rotation on the same List. This list will be kept in the Shift Commander's Office. When personnel are assigned mandatory shift overtime, it shall be indicated on the daily staffing sheet.

EXCEPTIONS TO PERSONNEL ON THE LIST FOR MANDATORY OVERTIME
The following personnel shall normally be exempt from mandatory overtime, as set forth immediately above, in a specific instance:

1. Personnel who have worked or are scheduled to work 48 hours are exempt from mandatory shift holdover and their name shall be passed.

2. Personnel who are not on duty are exempt from mandatory overtime holdover, and their name shall be passed.

3. Personnel scheduled off the next shift day regardless of vacation, Kelly day or scheduled switch day (whether a.m., or p.m.) are exempt from mandatory shift holdover and their name shall be passed.

4. Probationary personnel will not be eligible for mandatory overtime until 90 days after successful completion of their initial NFD orientation/training program and subsequent assignment to shift duty.

5. If the individual next on the Mandatory Overtime Holdover List is ineligible due to rank not needed, that individual shall be passed over.

Special Duty Overtime Callout: The City retains discretion to select employees for special duty overtime assignments which the City anticipates to last four (4) hours or less, and/or to cover City Council meetings. Postings for remaining special duty overtime will be made in three steps, if the City determines time allows:

1. Special duty overtime opportunities that occur with sufficient advance notice shall be posted in the Naperville Fire Department Official Correspondence to be filled on a first come, first serve

basis. If appropriate, postings shall designate the specific level of skill, certification, special team membership, etc. required for the special duty overtime assignment.

2. If the overtime duty has not been filled within 21 days (or 7 days prior to the date of the special duty assignment) of the initial posting, an additional notification of the available overtime shall be transmitted by the Overtime Group Page. For short notice special duty overtime opportunities, i.e. less than 7 days' notice, the overtime group page shall be used as the first step for this type of callout.

3. Any special duty overtime not filled 24 hours after transmission of the Overtime Group Page shall be assigned from the mandatory overtime holdover list of the shift preceding the date of the special duty assignment.

Individuals who accept a special duty overtime assignment may not accept shift overtime that overlaps with any portion of the special duty overtime period.

The Union shall be responsible for obtaining personnel for Regular Shift Overtime, Short Notice Shift Overtime, and Emergency Shift Overtime. When overtime is needed the Chief or his designee shall contact the designated Union representative and state where the overtime is needed and the duration of the overtime.

The Union shall have reasonable discretion to change or modify the Overtime Callout Procedures for: Regular Shift Overtime, Short Notice Shift Overtime, and Emergency Shift Overtime, subject to the provisions of this Agreement. Any change to the Overtime Callout Procedures shall be subject to review by the City.

Section 5.6 Remedy.

In the event that an employee demonstrates he/she was not afforded an overtime opportunity to which the employee was clearly entitled under this Agreement, the sole remedy shall be to give such employee the opportunity to work the next available overtime assignment of a similar nature.

Section 5.7 Special Deployment.

In the event an employee is temporarily assigned to a special deployment in connection with a State mobilization of MABAS resources, said employee may be temporarily assigned a different work schedule. Hours worked will include time spent traveling to and from the remote location, and hours actually worked at the site, but will not include unassigned time or sleep time. During such special deployment, while temporarily assigned to a different work schedule, hours worked in excess of 49.9 in a seven-day (7) period shall be paid at the overtime rate.

Section 5.8 Emergency Holdover.

All bargaining unit personnel are subject to emergency holdover. The Fire Chief or his designee may holdover an entire shift, or any part thereof, to deal with a situation that would constitute an ongoing emergency or work in progress. Every attempt will be made to release "Emergency Holdover" personnel as soon as possible.

Section 5.9 Call Back Pay.

Employees who are called back and report to work outside their normal hours of work (*i.e.*, hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid for all hours actually worked outside their normal shift, with a minimum of two hours' pay at the employee's applicable rate. This provision shall not be applicable to scheduled overtime.

Section 5.10 No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, provided that the employee shall be paid under the applicable provision that provides the highest compensation.

Section 5.11 Compensatory Time

When an employee works a hire-back or otherwise earns compensatory time off, he may elect to bank the hours as compensatory time in lieu of receiving monetary compensation in that pay period. In consideration of the City offering this limited compensatory time, the City and the Union agree, in furtherance of Section 7 (o)(5) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which they agree would constitute an "undue disruption" of the Department's operations. This banked time may be used to take time off at a future date when the leave calendar might otherwise be full and prevent normal scheduling of time off, or in the case of a personal emergency where time off is needed.

Effective January 1, 2012, any time accrued and categorized as Compensatory Time, will be transferred into a Hire-Back bank at one and one-half (1.5) hours per hour worked. The following procedure shall be followed for utilizing the Hire-Back Bank/Comp Time option:

Accrual Limits: Banked time may be accumulated in increments of no less than 2 hours at a time. Time shall be banked at a rate of 1.5 times the number of hours worked (e.g., 24 hours worked equals 36 hours banked). 7(g) overtime will not qualify as bankable time. A maximum of 72 hours may be held in the bank at any one time. If time worked is to be banked, all of it must be banked (i.e., if 7 hours worked, all 7 must be banked if electing to do so). However, if the full amount would cause the balance accrued to exceed the maximum 72 hours, only that which will bring the balance to 72 hours will be banked and the remainder will be paid as overtime.

Notice of Banking a Hire-Back: All shift overtime will be placed in the employee's Hire-Bank Bank unless they notify the Deputy Chief (or his designee) via email they would like the time worked to be paid on their next check. When working an assignment other than shift work (special events), the employee must notify the Deputy Chief (or his designee) that they elect the time due to go into their Hire-Back Bank.

Requesting to Use Hire-Back Bank Time: In order to request Hire-Back Bank time, the employee must at that time, have the equivalent of time and one half of the time requested in the bank. The time must be requested in increments of twelve (12) hours (0700-1900 hours, or 1900-0700 hours) or 24-hours (0700-0700). Hire-Back bank days may be used consecutively; however, they may not cause an individual to exceed ten (10) consecutive shift days off when combined with vacation, Kelly, and trade time. For advance scheduling of the Hire-Back Bank, employees shall submit an "adjustment to work schedule form" to the Shift Commander. All requests will be recorded with the date and time they are received. An employee must, at a minimum, notify the shift commander one hour prior to the start of their scheduled shift that they will be utilizing their Hire-Back bank. Requests for Hire-Back Bank use on the following holidays shall be denied: New Years Day, Easter, Fourth of July, Thanksgiving, Christmas Eve, Christmas Day, New Years Eve.

Unduly Disruptive Days: If a hire-back is necessary to cover the employee's requested time off, the Shift Commander shall so advise the employee as soon as practical. All Hire-Back and Force Back rules shall apply in order to fill vacancies caused by a Hire-Back Bank Request except as expressly modified by this Article. It is agreed by the parties that the implementation of such Hire-Back and Force Back rules will necessitate additional administrative and operational efforts in order to fill such hire-back slot(s), thus causing undue disruption to the Department's operation. If a hire-back is necessary to cover the employee's requested time off, the parties hereto agree that such request cannot be filled

within a reasonable period of time without unduly disrupting the operations of the Fire Department. In such case, the employee shall have the following options as illustrated below:

1. To direct the shift commander to forgo the request for time off and requisition payment for 36 hours of banked time (e.g., 24 hours requested at time and a half equals 36-hour reduction in Hire-Back Bank) on the next regular payroll check:

2. To withdraw the request and to resubmit a request for leave at another time that does not cause a hire-back;

3. Take the leave requested; or,

If the leave requested causes a hire-back, the scheduled employee taking the leave shall be designated as having taken an "unduly disruptive day" and the scheduled employee's hire-back bank shall be reduced by time and one half for each hour granted off (e.g., 24-hour hire-back at time and a half equals 36 hour reduction in Hire Back Bank). If no hire-back is required, the request shall be deemed to be not unduly disruptive, and the employee taking the leave shall have his Hire-Back Bank reduced hour for hour (e.g., 24 hours off equals 24 hours' reduction in Hire Back Bank). If, during the course of a shift, manning falls below the minimum and a hire back is needed (e.g., sickness or injury), the employee using his Hire-Back Bank will not be charged with an Unduly Disruption. In addition, employees will not be charged with an Unduly Disruption if the Deputy Chief, or his designee, raises the minimum manning for the day to staff additional vehicles.

Overage Costs: The City should incur no additional overtime costs due to Hire-Back Bank usage. As such, when an over run/holdover occurs in Hire-Back Bank usages in increments of less than twenty-four (24) hours, the employee using the Hire-Back Bank time shall have the following options:

The overage time will be charged to the employee using the Hire-Back Bank and his/her balance will be reduced accordingly to credit the employee providing coverage for the Hire-Back Bank usage (e.g., 1.5 hour reduction for each hour of overage). In such cases, the employee's Hire-Back Bank will be allowed to accrue a negative balance. The Request to Use Hire-Back Bank Time form shall include an agreement which shall authorize the City to withhold from the employee's compensation any amount needed to reimburse the City for any Hire-Back Bank time that he/she uses prior to being entitled to the time if the employee separates from service with the City.

In the case of overage costs, the requesting and covering employees may mutually agree that the overage time be considered an emergency duty trade subject to approval of the Shift Commander and there will be no additional balance reduction.

In the case of overage costs, the employee using the Hire-Back may submit a written request to the Fire Chief or his designee for both employees to be paid due to extenuating circumstances.

Cash Out: If an employee elects to cash in any portion of their Hire-Back bank, a request shall be made the Deputy Chief, or his designee, indicating the amount of accrued hours to be converted to cash. The City may cash out a Hire-Back day if it is unused after eighteen (18) months. The accrued hours will be paid at the employee's current regular rate.

Indemnification: In consideration of the Employer's agreement to allow employees to establish time due compensatory time banks and to schedule time due in accordance with the terms and conditions of this section, the Union agrees to the following:

Subject to the parties' agreements and adoption of the alternative procedure described in paragraph (b), The Union and its bargaining unit members agree to defend, indemnify, save and hold harmless the City, its officers, agents and employees, from any and all damages, costs, expenses and penalties arising from any complaint or allegation that these restrictions on the use of Hire-Back Bank/Compensatory Time do not comply with Section 7(o)(5) of the Fair Labor Standards Act regarding the use of compensatory time.

Any and all disputes that may arise between the parties as to the administration of this section shall be resolved through the grievance arbitration procedure, ARTICLE IX of this agreement, except that such grievance shall be filed at Step 3. The parties' agreement to utilize the grievance procedure to resolve any disputes arising under this section is based upon the authority vested in them under §§8 and 15(b) of the Act, 5 ILCS §§315/8, 315/15(b). Such agreement is also made in reliance upon the Supreme court's decision in 14 Penn Plaza LLC v. Pyett, 129 S.Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of time due available to employees from their compensatory time banks as established under this section do not comply with §7(o) (5) of the FLSA, 29 USCA §207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable § 7 (o) standards of the FLSA, the cash value of any time due in dispute based on the then applicable overtime rate or awarding additional compensatory time off and shall have no authority to award any attorneys fees or any penalties against the parties

ARTICLE VI - GUIDELINES GOVERNING TRADE OF LEAVE OR WORK TIME

Section 6.1 Scheduling of Trade of Leave or Work Time.

This Article applies to employees assigned to 24-hour shifts. The Deputy Chief shall be responsible for the overall administration of the FLSA calendar, however the Shift Commanders and the Captains who stand in for them shall be responsible for accurate documentation and consistent application of policy with regard to recording changes to scheduled time off or trade of work time on a daily basis.

Changes to scheduled time off and trade of shift time may be allowed after the time off schedule has been established, provided this process does not become disruptive to Fire Department operations and provided City staffing requirements are met. The following guidelines shall normally apply:

General Guidelines

- Personnel may request a change of leave or trade of work time in 12 or 24-hour increments.

- In order to complete a change of leave or trade of work time, employees must complete the "Adjustment to Work Schedule Request" form.

- The number of consecutive shift days off shall not exceed ten (10) at any time by combining Vacation, Kelly, Compensatory time, and/or Trade of Shift days. After having taken ten (10) consecutive shift days off, personnel must work a minimum of two (2) consecutive shift days before another day off can be scheduled/taken.

- A trade of work time shall not have the effect of increasing the number of compensable hours of work for employees. The hours worked by the substitute employee shall be excluded by the City in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works another employee's scheduled work shift in accordance with this Section, then the hours worked by the

substitute employee shall only be counted as hours worked by the employee who was originally scheduled to work that shift. It is expressly understood that as a result of approving a voluntary request to exchange or trade shifts the City will not incur any overtime liability.

- A maximum of five officers may be scheduled off for any shift day.

- There shall be a minimum of one (1) Shift Commander and one (1) Fire Captain or two (2) Fire Captains scheduled for duty every shift day. If a Shift Commander is scheduled to be off, personnel holding the rank of Captain shall fill the position of Shift Commander.

- Requests to move scheduled leave time must be received on the approved form with all relevant signatures and approval by the Shift Commander or his designate a minimum of three (3) calendar days in advance of the date of the earliest change requested. The Deputy Chief or his designate must approve re*quests f*or changes to scheduled time off less than three (3) calendar days out. All personnel will be limited to no more than three (3) change requests for each 12-hour period of scheduled time off during the FLSA calendar year, unless approved by the Deputy Chief or his designee.

Swaps

- An intra-shift swap of scheduled time off between members of the same shift shall be treated as a change of scheduled time off.

- Employees may change or swap time with assigned Kelly time for vacated seniority numbers of the same shift only with the approval of the Deputy Chief or his designee.

- A maximum of three (3) changes are permitted for any 12-hour scheduled time off period, unless approved by the Deputy Chief or his designee.

- Personnel on the same shift who are in different Kelly Groups may mutually agree to exchange Kelly Groups once a year, prior to Step 1 of the scheduling process pursuant to Section 15.4. This exchange shall be permanent unless both parties agree to exchange Kelly Groups at a later date.

Trades

Requests for shift trades of scheduled work time between employees of different shifts must be approved by each of the Shift Commanders of the affected shifts or their designates. The trade request must be received by one of the Shift Commanders involved or their designates on the approved form with all relevant signatures normally three (3) calendar days in advance of the date of the earliest trade requested. In the case of unforeseen circumstances or events, trades shall be approved by a Shift Commander up to the start of the earliest affected shift. In extenuating circumstances, a Shift Commander may approve a trade of work time up to the start of an employee's shift. Personnel from different shifts who agree to an inter-shift trade may elect to defer a payback date up to 12 months from the earliest trade date.

- Captains and Lieutenants may trade with each other provided that all other trade, time off, and City staffing requirements are met.

- It is understood that a trade request is a voluntary agreement between two parties. In the event neither half of the trade has been fulfilled and one of the parties leaves the Department, the agreement becomes null and void.

- It is understood that, upon separation from the Fire Department (retirement, resignation, termination) any outstanding trade time owed by the person leaving the City's employment will be accounted for (paid back) out of the employee's final pay check.

- If an employee becomes ill/injured after working their portion of a trade, the payback date may be changed, or may be deferred up to 12 months from the earliest trade date.

- Probationary personnel are eligible for trades with other probationary personnel immediately upon completion of their NFD orientation/training program assignment to shift, however trades with non-probationary personnel shall not occur until 90 days after successful completion of their initial NFD orientation/training program and subsequent assignment to shift.

- Personnel may voluntarily participate in a one-way trade with other personnel who are conducting Union business. There shall be no expectation of repayment of the trade by the City

Section 6.2 48-Hour Rule.

In order to ensure the safety of personnel and operations, Naperville Fire Department personnel may not work more than 48 consecutive hours of shift work. This includes, but is not limited to, scheduled shift time, trade time and shift overtime. A minimum 12-hour break is required after working 48 consecutive duty hours.

This 48-hour restriction is not intended to prohibit an employee's participation in non-shift activities including, but not limited to:

- Attendance at, or instruction of, Department-approved training sessions
- Stand-by at community / special events
- Attendance at meetings
- Fire Prevention / Public Education activities (i.e.: inspections, Safety Town, public education presentations, etc.)

Notwithstanding the foregoing, under extenuating circumstances (*e.g.*, emergency work in progress, community emergency or disaster), individuals may be required to work in excess of 48 hours by order of, or approval by, the Fire Chief or his/her designee.

Section 6.3 Less Than 12-Hour Trades of Work Time.

Shift employees may request a trade of scheduled work time for less than 12-hours provided:

- A less than 12-hour trade of work time amongst employees shall be voluntary by the participating employees.

- A less than 12-hour trade of work time shall be permitted on a position for position basis (*i.e.*, company officer for company officer, firefighter/paramedic for firefighter/paramedic or firefighter, firefighter for firefighter) and shall not result in staffing deficits at the affected station or shift, as determined by the City.

- A trade of work time under this Section shall not have the effect of increasing the number of compensable hours of work for employees. The hours worked by the substitute employee shall be excluded by the City in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works another employee's scheduled work hours in accordance with this Section,

then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was originally scheduled to work that shift. It is expressly understood that as a result of approving a voluntary request to exchange or trade shifts, or portions thereof, the City will not incur any overtime liability.

- A less than 12-hour trade of work time may be for a period of time up to a maximum of eleven (11) consecutive hours.

- Employees trading time under this section shall obtain the approval of the Company officer. Less than 12-hour trades may be approved with limited notice, provided it meets the requirements within this section.

- Less than 12-hour trades of work time shall not be permitted as a routine or continual practice amongst individual employees over a period of time unless approved by the Deputy Chief.
- Trades under this Section may not be used to avoid being late for work.

ARTICLE VII - LABOR-MANAGEMENT

The City and the Union mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held when mutually agreed to in advance between Union representatives and representatives of the City. Such meetings should 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 Meeting" and expressly providing the agenda for such a meeting. The other side may then add to the agenda and return the amended agenda to the other side.

Such meetings and locations shall be mutually agreed to before being held and the purpose of any such meeting shall be limited to discussions concerning:

- The implementation and the general administration of this Agreement;
- A sharing of general information of interest to the parties;
- Changes in non-mandatory subjects of bargaining.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances shall not be considered at a "Labor-Management Meeting," nor shall negotiations for the purpose of altering any of the terms of this Agreement be carried on at such meetings.

Attendance at Labor-Management shall be limited to five (5) bargaining unit employees selected by the Union President and five (5) persons designated by the Fire Chief. No bargaining unit employee attending such meeting during his non-work time shall be compensated by the City, nor shall any bargaining unit employee attending such meeting during his or her working hours suffer any loss in compensation.

ARTICLE VIII - SENIORITY, LAYOFF AND RECALL

Section 8.1 Definition of Seniority.

For purposes of this Article, seniority shall be based on the employee's length of continuous full-time employment as a sworn firefighter in the employ of the City. Provided, however, seniority for any current firefighter who was employed by the City as a civilian paramedic immediately prior to their date of hire as a sworn firefighter will be based upon their original hire date as a civilian paramedic. Seniority shall not accrue during any period of time when the employee is in a non-paid status for thirty (30) or more consecutive days, such as a suspension or unpaid leave of absence, except as otherwise

provided by law. Conflicts in seniority between two employees having the same accrued seniority shall first be resolved on the basis of hire date and, if a conflict still exists, then on the basis of their order of rank on the eligibility list from which they were hired, with the employee higher on the list being considered the more senior.

Section 8.2 Seniority in Rank.

Seniority in rank is defined as the employee's length of continuous service in that rank based upon date and order of promotion.

Section 8.3 Probationary Period.

All new employees and those hired after their termination of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of continuous employment. During an employee's probationary period the employee may be suspended (for up to 3 duty days or less) or terminated by the City, with or without cause. No grievance shall be presented or entertained in connection with such a suspension or termination of any probationary employee.

Section 8.4 FFIII / Advanced Firefighter.

All bargaining unit employees are expected to attain Firefighter III or Advanced Firefighter status through the Illinois Office of the State Fire Marshall within five (5) years of their date of hire. Employees who have not achieved this status shall be ineligible for promotion to a higher rank, or able to advance beyond step six (6) of the pay scale as defined in Appendix A.

Section 8.5 Seniority List.

Within four (4) weeks of the effective date of this Agreement, and thereafter on or before January 1 of each contract year or when changes are made, the City will post and provide the Union with a seniority list setting forth each employee's seniority date, and each employee's seniority in rank. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the City's posting of the list.

Section 8.6 Layoff.

The City, at its discretion, shall determine whether layoffs are necessary. If the City determines that layoffs are necessary, employees will be laid off as provided in 65 ILCS 5/10-2.1-18. No later than (30) calendar days prior to the effective date such a layoff, the City shall provide the Union a statement of the reasons necessitating the layoffs. The parties agree that the layoff of active employees shall be necessary only as a last resort after other cost saving alternatives have been fully considered. Upon request of the Union, the City agrees to meet and confer to discuss the reasons for the layoff, and to consider any Union proposed alternatives or methods to mitigate or avoid the layoff. Alternatives to layoff that shall be considered are:

- Seeking savings through reductions in budgeted expenditures
- Personnel reductions through attrition, including Voluntary Separation Incentives
- Re-deployment of existing Department resources to achieve savings
- Identification of additional sources of revenue for the services provided by the Fire Department

The parties agree that the meet and confer process shall not delay the layoffs beyond the (30) day period, unless the parties agree to extend the period by mutual agreement. The parties further agree that the City shall have final authority whether to accept any proposed alternatives to layoffs and to implement layoffs, and that these decisions shall not be subject to either the grievance arbitration or interest arbitration process. Provided however, the Union reserves the right to file grievances limited to disputes relating to a claim that the City failed to follow the requirements of this article in administering any layoff process. The parties further agree that as to any negotiations as of the terms of

a successor agreement each side reserves it's respective rights, and this agreement is without prejudice to such rights.

Section 8.7 Recall.

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. No new sworn personnel will be hired to perform bargaining unit work before the recall list described herein is exhausted.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of the notice of recall, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within ten (10) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 8.8 Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- quits;
- is discharged in accordance with this Agreement;
- retires or is retired;
- has been laid off for a period of three (3) years or more; or
- Accepts gainful employment while on an approved unpaid leave of absence from the Fire Department, unless the employee received specific prior written consent from the City Manager that seniority would not terminate.

The City may terminate an employee's seniority for all purposes and the employment relationship if the employee:

- is absent for two (2) consecutive regularly scheduled work days without notice or authorization, unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within ten (10) days or to report for work within twenty-one (21) days after having been recalled.

The foregoing list shall not be construed as a limitation upon the City's right to discharge employees for cause (probationary employees without cause), in accordance with the terms of this Agreement.

Section 8.9 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. 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 IX - GRIEVANCE PROCEDURE

Section 9.1 Definition.

A "grievance" is defined as a complaint arising under this Agreement raised by an employee or the Union against the City that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.

Section 9.2 Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter or is not utilized, the grievance will be processed as follows:

STEP 1: An employee, with or without the Union, or the Union alone in the case of a Union grievance, shall submit the grievance in writing to the grievant's supervising Shift Commander specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and the signature of the grievant. If the employee's regular Shift Commander is absent or unavailable during the period of time in which a grievance must be filed, then the grievance shall be presented to the Deputy Chief. All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the matter giving rise to the grievance or no later than seven (7) calendar days after the grievant, through the use of reasonable diligence, could have become aware of the occurrence of the matter giving rise to the grievance. (this timeline may be extended if mutually agreed upon by both parties.) The Deputy Chief or his designee shall offer to meet with the grievant and a Union Representative, if desired by the grievant, to discuss the grievance within seven (7) calendar days after his receipt of the grievance from the grievant. The Deputy Chief shall render a written response to the grievant and the Union within seven (7) calendar days after the Step One grievance meeting, if any. If no such meeting is held then the Deputy Chief shall respond to the grievance within seven (7) calendar days after his receipt of the grievance.

STEP 2: Grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Fire Chief or his designee within seven (7) calendar days after receipt of the City's answer at Step 1 or his/her designee. The grievance shall state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief or his designee shall offer to meet with the grievant and, if desired by the grievant, a Union Representative to discuss the grievance within seven (7) calendar days after his receipt of the grievance from the grievant. The Fire Chief or his designee shall then provide a written answer to the grievant and the Union within seven (7) calendar days after the Step 2 grievance meeting, if any. If no such meeting is held then the Fire Chief or his designee shall respond to the grievance within seven (7) calendar days after his receipt of the grievance.

STEP 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the City Manager or his designee within seven (7) calendar days after receipt of the City's answer at Step 2. The grievance shall state the basis upon which the grievant believes the grievance

was improperly denied at the previous step in the grievance procedure. The City Manager, or his designee, shall offer to meet with the grievant and a Union Representative/Employee's legal representation, if desired by the grievant, to discuss the grievance within ten (10) calendar days after his receipt of the grievance from the grievant. The City Manager or his designee shall then provide a written answer to the grievant and the Union within ten (10) calendar days after the Step 3 meeting, if any. If no such meeting is held then the City Manager or his designee shall respond to the grievance within ten (10) calendar days after his receipt of the grievance.

Section 9.3 Arbitration.

If the grievance remains unresolved, the Union may, by written notice to the City Manager, invoke arbitration as described below within fifteen (15) calendar days after receipt of the City Manager's answer at Step 3, or within fifteen (15) calendar days of the date such answer was due.

- The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Wisconsin, or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted before the striking process begins. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names until one arbitrator is selected. The person remaining shall be the arbitrator.

- 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 Union and City representatives.

- The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

- 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. The parties may agree to waive this requirement.

- More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

- 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 Union; provided, however, that each party shall be responsible for compensating its own representatives 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 a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step, unless otherwise mutually agreed by the parties. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable federal laws, applicable state laws (not otherwise superseded by a lawful provision of this Agreement pursuant to Section 15 of the Illinois Public Labor Relations Act), or of rules and regulations of administrative bodies that have the force and effect of applicable 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 shall be final and binding.

Section 9.5 Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific 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 may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 9.6 Miscellaneous.

No member of the bargaining unit who is serving in an acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

Employees selected by the Union to act as Union Representatives in the grievance procedure shall be known as "Stewards." The names of the employees selected as Stewards and employees serving as Union Executive Board members who may represent employees at Steps 1-3 of the grievance procedure shall be certified in writing to the City by the Union.

Grievance meetings shall be scheduled in a manner that does not interfere with City operations. A Union Representative will be allowed to represent an employee-grievant at a meeting held pursuant to Steps 1-3, if so requested, during his working hours, if necessary, without loss in pay.

Self-Representation. Nothing herein shall prohibit an employee from exercising his/her right to self representation under steps one thru three of the grievance procedure, so long as any grievance settlement does not violate the terms of this collective bargaining agreement and a copy of the settlement agreement is provided to the Union, and provided a Union Representative was afforded an opportunity to be present at any settlement conference.

The City and the Union may, by mutual agreement in a specific case, agree to utilize an expedited arbitration procedure.

Section 9.7 Bypassing Steps.

The parties may by mutual written agreement in a specific instance, agree to bypass one or more steps of the grievance procedure.

Section 9.8 Exclusivity of Grievance Procedure.

The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE X - NO STRIKE-NO LOCKOUT

Section 10.1 No Strike.

During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, concerted mass absenteeism, picketing (with respect to wages, hours or terms and conditions of employment), 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 in accordance with the applicable provisions of this Agreement. In the event of a violation of this Section, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 10.2 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 Union.

Section 10.3 Penalty.

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for any alleged violation of Section 1 of this Article is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The City retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act.

Section 10.4 Judicial Restraint.

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the Grievance Procedure contained in this Agreement before instituting court action seeking such judicial restraint or damages.

ARTICLE XI – WAGES

Section 11.1 Salary Schedule.

Employees shall be paid pursuant to Appendix A of this agreement. Increases effective May 1, 2016 shall be fully retroactive.

Section 11.2 7(g) Compensation.

In accordance with the Fair Labor Standards Act (FLSA) Section 7(g), the Union and the City agree that when an employee works a voluntary, non-firefighting, off-duty assignment in the areas of Public Education, Committees, Inspections, Non-mandatory Meetings, Station Maintenance, Radio Maintenance, Fire Prevention, Training Tower instructors/Stokers, UAS Pilot and Spotter training, Training division programs (VMO, TRA, CTBS, maintenance, etc.), Explorer Post lead instructor, CPAT instructors, CPR instructor, EMS Training, or any other work that is mutually agreed to by the Union and City, employees performing such work shall be compensated at the following rates according to the Chart as described:

7g Rate increase will take effect on 1/1/17 and be tied to the base wage rate increases.

7G Rate Chart				
Date	May-16	1/1/17	1/1/18	1/1/19
Raise		2.25%	2.0%	2.0%
Rate	$25.00	$25.56	$26.07	$26.59

The parties shall mutually determine the level of 7 (g) pay for work assignments on an as needed basis.

Step Movement. Firefighter/Paramedics will start at step 1. These employees will then move to step 2 with 12 months of acceptable performance in the position. With acceptable performance, movement to step 3 will occur on the following January 1st. Subsequent step increases are awarded each January 1st, subject to satisfactory performance. Fire Lieutenants and Fire Captains move a step on each January 1st with satisfactory performance. The Fire Chief reserves the right to deny a step movement or to decrease an employee's wage rate by one step if performance is not satisfactory. If an employee contends the Fire Chief's decision to deny a step increase for unsatisfactory performance was unreasonable, such employee may file a grievance at step 2 of the grievance procedure.

Section 11.3 Computation of Regular Hourly Rate.

The straight-time hourly rate of pay for shift employees covered by this agreement shall be calculated by dividing the employee's annual base salary by 2595, The straight time hourly rate of pay for employees assigned to a 40-hour week schedule shall be calculated by dividing the employee's annual base salary by 2080 hours.

Section 11.4 Education Pay

Upon completion of all requirements, ratification of this contract starting 2017, receipt of associate's, bachelor's, or master's degree and submission of official transcripts of the degree to the Deputy Chief by June 15th of each year, all bargaining unit members will be eligible for and paid an annual stipend of $275 for an associate's degree, $475 for a bachelor's degree, or $675 for a master's degree. Employees will be paid a stipend for only the highest degree achieved. All members with less than five (5) years that are currently eligible for an education stipend will continue to receive it at the previous payout of $200 for an associate's degree, $400 for a bachelor's degree, or $600 for a master's degree. All new hires will not be eligible for this stipend until they complete 5 years of service. Payments are non-cumulative and members will be paid once annually. This stipend shall be paid as a one lump sum in June.

Section 11.5 Experience Pay.

All bargaining unit employees with at least ten (10), but less than fifteen (15), years of completed service as a full-time sworn member of the Naperville Fire Department shall receive experience pay in the gross amount of $1,250. All bargaining unit employees with fifteen (15) or more years of completed service as a full-time sworn member of the Naperville Fire Department shall receive experience pay in the gross amount of $1,750. All bargaining unit employees with twenty (20) or more years of completed service as a full-time sworn member of the Naperville Fire Department shall receive experience pay in the gross amount of $2,250. Such amounts shall be non-cumulative, and shall be paid 1/26th at a time, as part of an eligible employee's bi-weekly paycheck.

Section 11.6 Paramedic Stipend.

All firefighter/paramedics with at least ten (10), years of completed service, but less than fifteen (15) as a full-time sworn member of the Naperville Fire Department shall receive a paramedic stipend of $1800. All firefighter/paramedics with at least fifteen (15) years of completed service as a full-time

sworn member of the Naperville Fire Department shall receive a paramedic stipend of $2000. Such amounts shall be non-cumulative, and shall be paid 1/26th at a time, as part of an eligible employee's bi-weekly paycheck.

All Lieutenants and Captains that retain their paramedic license will receive a stipend of $250. This stipend will be paid as a lump sum in January.

Section 11.7 Personal Time.

In lieu of a paid personal leave benefit, the City shall make a contribution on behalf of each Employee assigned to 40-hour staff positions in an amount equivalent to 16 hours of straight time pay, less the amount of employee pension contributions due under the Illinois Pension Code, 40 ILCS 5/4-118.1, and pay it for the benefit of the employee to the Trustee of the IAFF VEBA account, in January of each year.. This City contribution shall be in accordance with Section 501(c) (9) of the Internal Revenue Code.

The Terms in this section described below will sunset at the term of this agreement.

Employees assigned to 24 hour shifts will receive 16 hours of personal time. The employee may use this time at their discretion as long as the following conditions are met:

- Notification for personal time use follows the same guidelines as Article XIII Sick Leave.
- No more than 4 members requested to use personal time during the same timeframe.
- The time requested does not fall on New Years Day, Easter, Fourth of July, Thanksgiving, Christmas Eve, Christmas Day, New Years Eve.
- The time requested is used in increments of at least 4 hours

If an employee has any outstanding personal time hours remaining by the end of the year, they will be paid out at their current straight time pay on the last paycheck of the year.

Section 11.8 Shift versus Staff Differential.

Bargaining unit personnel assigned to a staff position working a 40-hour workweek (rather than shift positions) will be paid a 6% wage differential.

Section 11.9 Voluntary Reclassification from Firefighter/Paramedic to Firefighter.

The City of Naperville Fire Department requires bargaining unit employees hired as firefighter/paramedics to maintain their EMT-P license through the Illinois Department of Public Health throughout the duration of employment as a firefighter/paramedic with the City of Naperville, provided that a firefighter/paramedic may apply for reclassification from a Firefighter/Paramedic to Firefighter, pursuant to a procedure established by the City, after they have been employed by the City as a firefighter/paramedic for at least ten (10) years. Such application will normally be approved, provided the City determines there will be no more than eight firefighters per shift, and/or no more than 24 firefighters in the bargaining unit. Except as otherwise provided herein, an individual who loses or voluntarily drops his EMT-P license shall be subject to discipline up to and including termination. Any employee who is allowed to reclassify under this section shall be paid as a firefighter, not as a firefighter paramedic.

Bargaining unit employees promoted to Fire Lieutenant or Fire Captain have the option to drop their EMT-P provided they maintain a minimum licensure as First Responder-Defibrillation through the Illinois Department of Public Health. There shall be no annual stipend or premium paid to Fire Lieutenants or Captains who retain their paramedic license.

Any bargaining unit employee, who was previously permitted to drop their EMT- P license, and subsequently restores their EMT-P license with any EMS System at any time during their term of employment with the City, must immediately inform the City of Naperville Fire Chief. Upon restoration of EMT-P licensure, the employee must successfully test into the City of Naperville's current EMS System as an EMT-P within 90 days of restoration and must function under the auspices and approval of said EMS System, regardless of any other standing he or she may possess with another EMS System.

Section 11.10 Effect on Pay based on Promotion.

An employee promoted to Fire Lieutenant will move to the first step (Step 1) in the Lieutenant Pay Grade, regardless of whether the employee is at top pay in his/her pay grade prior to the promotion. Fire Lieutenants promoted to the rank of Fire Captain shall move to the first step in the Captain pay grade.

Section 11.11 Pay Periods and Direct Deposit.

Regular scheduled pay periods are every two weeks with paychecks received on Friday. Direct deposit of paychecks shall be made available to employees. The regular amount for the two-week pay period shall be based upon hours worked during the pay period. Mechanical or human failure may delay paychecks from being delivered normally; however, every effort shall be made to pay employees promptly. The city shall issue an equal and regular paycheck amount for each two-week pay period. The City shall calculate each paycheck amount based upon the yearly salary applicable to the employee divided by 26 pay periods.

Section 11.12 Holiday Stipend Pay – Shift Personnel.

Fire Department shift personnel will receive seven payments of 8 hours each (56 hours total) at one and one-half times their regular rate of pay for the first seven holidays of the year, whether the holiday is worked or not. (New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day and Veteran's Day). This stipend shall normally be paid on the next paycheck after the holiday. Additionally, employees shall be entitled to receive a single twenty (20) hour payment at the regular straight time rate of pay in January of each calendar year, except that commencing in calendar year 2007 concurrent with the establishment of the IAFF VEBA referred to in Article XX, Section 15 of this Agreement, the City shall make a contribution from holiday pay due on behalf of each such bargaining unit employee in accordance with Section 501(c) (9) of the Internal Revenue Code. The Employer's contribution shall be in the amount equivalent to twenty (20) hours of the employee's regular straight time rate of pay in January, less the amount of employee pension contributions due under the Illinois Pension Code, 40 ILCS 5/4-118.1. After deducting such pension contribution from the 20 hours of holiday pay due, this Agreement authorizes the Employer to deduct the remainder amount from the employee's holiday pay and pay it for the benefit of the employee to the Trustee of the IAFF VEBA account.

Section 11.13 Holiday Pay 40-Hour Work Week Employees.

Sworn fire personnel assigned to a 40-hour staff position will receive holiday pay if required to work a holiday. Such pay will be in addition to the employee's base salary and shall be equal to eight hours at the employee's "hourly rate", (as determined for purposes of this article by dividing the employee's annual salary by 2,080 hours), paid out at the rate of time and one-half.

If not required to work the holiday, the employee will be given the day off with pay. Generally, when a holiday falls on a Saturday it will be observed on the preceding Friday. Generally, when a holiday falls on a Sunday, it will be observed on the following Monday. Employees assigned to a staff position will observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day. In addition to the following holidays, the employee is given three 8-hour floating days of the employee's choice.

When particular calendar years present the need to deviate from the foregoing schedule of holidays, e.g., leap year, the final decision of when the holidays will be observed shall be at the discretion of the City Manager.

Section 11.14 Acting Out of Rank.

An employee acting out of rank equal to or greater than 8 hours in a shift shall be compensated for all hours worked in the higher rank on such occasion, as provided herein. In such cases, the employee shall receive the pay rate associated with the first step in the next higher rank in which the employee is acting, except a Captain acting as a Shift Commander shall be paid a differential of 4% above his regular straight time hourly rate. Upon termination of the acting assignment, the pay rate shall return to the employee's permanent rank held with time in grade.

Effective with the final posting of the next Lieutenant's Promotional List and thereafter, acting company officers shall be selected for each shift based on their ranking on the final promotional list according to shift. There shall be ten (10) acting officers per shift or at least one per piece of fire apparatus. In the event an officer and the acting company officer of a station are scheduled off, any employee on the current Lieutenant Eligibility Register shall be considered qualified to act out rank.

Effective with the ratification of this contract and thereafter, Lieutenants acting in Battalion 2 shall be selected for each shift based off their ranking on the current Captain final eligibility list. In order for the Lieutenant acting in Battalion 2 to act out of rank, they must be already scheduled for duty and normally assigned to that shift. In the event the above criteria are not met, a captain must be hired back to fill the vacancy. Eligible Lieutenants acting out of rank as Battalion 2 are not to be assigned to the role or duties of shift commander.

Section 11.15 Charge Paramedic Stipend

All non-probationary firefighter/paramedics are eligible to receive a stipend while working in the capacity of charge paramedic on IDPH designated transport units. An employee acting in the role of charge paramedic equal to or greater than 8 hours in a shift shall be compensated for all hours worked in the capacity of charge paramedic on such occasion, as provided herein. Charge paramedic pay will be prorated hour for hour based upon an amount of $20.00 for a 24-hour period. Eligibility of the stipend will be based upon possession of one of the following current certifications and/or licenses: Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), Pre-hospital Trauma Life Support (PHTLS), Critical Care Paramedic Certification (CCP-C), Flight Paramedic Certification (FP-C), Tactical Paramedic Certification (TP-C), Critical Care Emergency Medical Technician Paramedic (CCEMT-P), National Registry Paramedic (NRP), Community Paramedic Certified (CP-C), Registered Nurse (RN). Additional certifications and/or licenses may be made eligible at the Fire Chiefs discretion.

Charge paramedics on IDPH designated non-transport units and charge paramedics assigned to special event vehicles will not be eligible for the charge paramedic stipend unless the special event assignment occurs as part of a charge paramedic's scheduled shift day.

ARTICLE XII - MEDICAL, DENTAL AND LIFE INSURANCE

Section 12.1 Health Insurance.

The City agrees to continue the benefits/plans currently provided for by the City at the same or substantially similar current levels for the duration of the agreement. Changes proposed by the City that effect the level of benefits received or the costs incurred by bargaining unit employees for any of the insurance benefits in this Article shall be subject to negotiations between the parties. If the parties

fail to reach an agreement, and the City implements any changes, the Union may challenge that decision through the grievance arbitration provision of this Agreement. Nothing in this Agreement shall restrict the right of the employer to: change insurance carriers or networks, self-insure and/or change the method or manner of self-insurance, implement a health insurance program with multiple plan options (that may include, but is not limited to a high deductible plan, Health Savings Account, or Health Reimbursement Account), participate in programs to reduce health insurance costs, or utilize health maintenance organizations or other similar groups. A summary of the benefits in effect upon execution of this Agreement is attached as Appendix B.

Section 12.2 Dental Benefits.

Full-time employees will be provided a dental benefit program in which they may elect to participate. The City agrees to continue the dental benefit program currently provided for by the City at the same or substantially similar current levels for the duration of the agreement.

Section 12.3 Terms and Conditions of Coverage.

The extent of coverage under the insurance programs and policies referred to in this Article shall be resolved in accordance with the terms and conditions in said policies, rules and guidelines including provisions governing self-insurance. While individual coverage claims shall not be grievable, nothing herein shall relieve the City of its obligation to maintain benefit levels as described in Section 1 of this Article.

Section 12.4 Employee Premium Contributions.

Employees participating in the City health and/or dental insurance programs shall pay a monthly premium contribution of twenty (20) percent of the monthly premium applicable to the plan chosen provided that for purposes of employee premium calculation, the monthly premium amount of each plan shall not exceed one hundred ten (110) percent of the previous year premium. Effective December 31, 2019, this limit shall be raised to one hundred fifteen (115) percent. The City shall adjust premium levels on January 1st of each year. The 2017 Health and Dental Insurance employee premium contributions are set forth in **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 12.5 Medical Expense Reimbursement/Dependent Care Assistance Plans.

The City shall offer a Medical Expense Reimbursement Plan and/or Dependent Care Assistance plan in which bargaining unit employees may participate.

Section 12.6 Life Insurance.

Full-time employees are eligible for employer-paid life insurance in the coverage amount of 150% of their base pay but not less than $20,000. Full-time employees are also eligible for employer-paid accidental death and dismemberment benefits. Death benefits shall be paid to the employees' designated beneficiary. A supplemental voluntary life insurance plan is also available for purchase by full-time employees.

Section 12.7 Reopener Agreement.

The Union and City agree that on January 1, 2018, the Union shall have the right to reopen the agreement for the specific purpose of proposing that the City agree to allow all bargaining unit employees (collectively) to move from the City sponsored medical and dental insurance plans to plans proposed by the Union. The City agrees that it will bargain in good faith over this issue and over the terms proposed for any such move. The Union agrees to waive any right it may have to interest

arbitration over this issue as provided for under the Illinois Labor Relations Act. This reopener and the waiver shall expire on December 31, 2019.

Section 12.8 Joint Wellness/Fitness Committee.

The City and the Union agree to establish a joint committee consisting of six (6) members, three appointed by the Fire Chief, three appointed by the Union. The committee shall meet as needed to explain, promote, and evaluate the wellness fitness program to employees.

ARTICLE XIII - SICK LEAVE

Section 13.1 Sick Leave Accumulation and Use.

Bargaining unit employees assigned to work 24-hour shifts are credited with seven shift days (168 hours) of sick leave on January 1, starting with the second calendar year of employment. Sick leave earned during the first year of employment by fire shift personnel will be prorated.

For bargaining unit employees assigned to a 40-hour workweek, sick leave is earned for each pay period worked, effective with the first month of employment, for a total of 15 days (120 hours) per year or 4.62 hours per pay period.

A Fire Department bargaining unit employee transferred from a shift position to a 40-hour workweek assignment shall have their sick leave accrual hours converted to the Staff accrual rate by dividing their accrued sick leave hours by a factor equal to 2080 divided by the shift firefighter's regularly scheduled annual hours of work. If a Fire Department bargaining unit employee is transferred from a Staff position to a Shift position, they shall have their accrued sick leave hours converted to the shift rate by multiplying their accrued hours by a factor equal to the shift firefighter's regularly scheduled annual hours of work divided by 2080. No sick leave can be earned during an unpaid leave of absence.

Sick leave may be granted for any of the following reasons:

- Incapacitation due to illness, injury or disability, but excluding injuries or illnesses sustained while working for the City.

- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).

- Absence required caring for a seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, children, parents, parents-in-law, sisters, and brothers. Other persons who are members of the employee's household are also included.

- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

- For personnel assigned to 40-hour workweeks, the City will allow a father or an adoptive mother or father, to utilize five sick days in conjunction with the birth or adoption of their child. Employees assigned to a 24-hour shift may use up to three sick days for the same purpose.

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 up to and including discharge, and will be considered part

of the employee's overall performance. Sick leave may run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA).

Section 13.2 Notification.

Except for extenuating circumstances, shift employees reporting sick shall do so no later than one hour prior to the time he/she is to report for duty. Shift employees reporting sick for duty shall contact the Shift Commander or their designee. Members will be charged hour for hour for sick time usage with a minimum of four (4) hours.

A Fire Department employee who becomes ill while on duty and/or leaves the work place for an illness or other medical reason, will be charged with the number of hours sick time equal to the remaining number of hours on that shift. However, if the employee becomes available for duty in the p.m. period, he/she may report for duty after following the procedure outlined below.

Bargaining unit employees assigned to a 40-hour workweek shall contact their immediate supervisor or the supervisor's designee when calling in sick.

The individual calling in sick shall inform the Shift Commander (or their designee) that he/she is sick and state the reason. The City reserves the right to request more specific information to verify proper sick leave usage, provided such additional information shall be considered confidential, and will only be shared with other personnel on a need to know basis.

An employee who called in sick at the beginning of an assigned 24-hour duty period and is available for duty in the p.m. period, may report for duty. He/she must call the Shift Commander (or their designee) no later than 1800 hours, so staffing adjustments can be made.

Section 13.3 Documentation.

Bargaining unit employees assigned to 24-hour shift will be required to provide a written confirmation of illness by a medical professional. These medical professionals include a Physician, Physician Assistant, or Nurse Practitioner. Requirement of this documentation is required for the following:

- For an absence of more than two (2) consecutive shift days; or
- When there have been more than three (3) instances of absence in a one-year (calendar year) period. An illness for which a medical professional statement has been received will not be counted in determining whether three (3) instances have occurred in any one calendar year.
- If sick leave is used for more than four consecutive shift days, a statement from a medical professional will be required indicating the employee's physical or mental ability to return to normal duty.
- Documentation for the preceding instances must be submitted to the Deputy Chief or their designee within two (2) shift days of the members return to shift. If more time is needed to produce documentation, arrangements must be made with the Deputy Chief or their designee during that time period.

For bargaining unit employees assigned to a 40-hour workweek, if sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a medical professional will be required confirming illness, indicating the need for time off, and stating that the employee's physical or mental ability will allow return to normal duty. A supervisor will also require a statement from a medical professional confirming illness when there have been more than five instances of absence for sick leave in any one calendar year. An illness for which a medical professional statement has been received will not be counted in determining whether five instances have occurred in any one-year. For a continuing illness or condition, one annual statement from a medical professional will suffice for all sick leave usage arising out of the illness or condition for that year.

When a medical professional written verification of sick leave is submitted or required, the document:

- Must be the original or a facsimile directly from the treating medical professional's office;
- Must be dated;
- Must include the dates the employee is excused from work;
- Must include the medical professional or medical facility's name; and
- Must include the medical professional name that issued the note.

The City reserves the right, at its discretion, to verify any report of an attending medical professional concerning the illness/injury of the employee and/or to require the employee be examined by a physician of the City's choice at the City's expense.

Section 13.4 Advance Sick Leave.

Employees are expected to use sick leave only as provided in this Agreement. If an employee who has been employed by the City for more than one (1) year incurs a serious non-duty related illness/injury that requires a lengthy absence, physician care or hospitalization and all accumulated sick leave has been exhausted, sick leave may be advanced as provided herein.

After sick leave has been exhausted and an employee has been ill for seven calendar days (or two consecutive shift days in the case of shift employees), he or she may be advanced sick leave for up to 30 calendar days subject to the following:

- This benefit is not intended to be a substitute for benefits that may be available from the Fire pension fund or pursuant to Section 28.9 of this Agreement. Consequently, at the expiration of accrued sick leave, and if it is reasonable to assume that an employee will be on sick leave longer than 30 calendar days and eligible for disability payments, the employee must apply for disability benefits if he or she desires to receive advanced sick leave under this Section. After applying for disability coverage, the employee will be advanced paid sick leave from the time their accrued sick leave was exhausted up to the 31st consecutive calendar day of disability.

- To be eligible to receive advanced sick leave under this Section, the employee must also sign an installment agreement to repay the sick leave that is advanced. The agreement must be signed before any sick leave is advanced.

- When the employee returns to work, the City will advise the employee how much sick leave is owed. Repayment will involve applying one-half of all future sick leave that is earned until the debt is repaid. (*E.g.*, if a shift employee was advance 10 sick leave days, and such employee is credited with seven shift days the following January 1st, then 3.5 shift days of paid sick leave shall be applied to the outstanding debt and the employee will be credited with the remaining 3.5 shift days.) The employee may also elect to 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 sick leave time by cash, vacation time credit or unused sick leave credit. If a debt remains after all available credits and payments have been applied at the time of termination, the employee shall 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 advanced sick leave under this Section, then the debt still due shall be canceled by the City.

Section 13.5 Termination Bonus.

Upon termination, an employee may be eligible to receive a portion of his/her accumulated sick leave. Eligibility is determined by the employee's years of service and qualification for a pension as described below. The following benefits are mutually exclusive.

Termination In Good Standing
A bargaining unit employee assigned to a 40-hour work week will receive a termination bonus in the form of a cash payout, for 50% of his/her accumulated sick leave, up to 45 days, or 360 hours, if the employee terminates from employment in good standing after completing ten years of full time service, during which they were accruing benefits. The payout will be made at the salary rate in effect as of the last day worked. Bargaining unit employees who work 24-hour shifts may convert 21 shift days under the same conditions. Once an employee has received a termination bonus under the provisions of this paragraph, he/she will not be entitled to any additional sick leave payment.

At Death
When a vested employee dies while he/she is in active status, he/ she (or his/her beneficiaries) will be entitled to a termination bonus, payable in cash as follows.

- Bargaining unit employees assigned to 40-hour workweek - up to 90 days, or 720 hours of his/her accumulated sick leave.
- Bargaining unit employees assigned to 24-hour shift - up to 42 shift days, or 1008 hours of his/her accumulated sick leave.

Also included in the termination bonus will be 100% of his/her earned vacation time. Payment is made at the salary rate in effect on the last workday.

At Retirement
When an employee retires he/she will be entitled to a termination bonus subject to the conditions as described below:

- Pursuant to the VEBA plan contained in the Agreement, the City will donate, on an eligible employee's behalf, the cash equivalent of their termination bonus (up to 42 shift days, or 1008 hours, for employees who are assigned to a 24-hour shift; or up to 90 days, or 720 hours for employees who are assigned to a 40-hour workweek; of earned but unused, unpaid sick leave) to the employee's IAFF VEBA to be used for the payment of health insurance premiums and other eligible health care expenses. The termination bonus eligible for donation to the VEBA is donated at the employee's salary in effect on his/her last day of work.

To qualify for the donation of the termination bonus to the VEBA, employees must:

- Be at least 50 years of age on the last day of actual work, and
- Be fully vested with ten years of service creditable to the Fire Pension Fund, and
- Be separated from employment with the City of Naperville.

Note: Exception: Individuals may be excluded from participating in the VEBA if the City determines that they meet the exclusion criteria. In such case, the City will contribute the amount payable as the termination bonus into the employee's Section 457 Deferred Compensation plan account, up to the plan limits. Any amount over the Section 457 plan limits will be placed by the City into the employee's 401 (a) account at retirement.

ARTICLE XIV - OTHER LEAVES

Section 14.1 Funeral Leave.

When there is a death in the immediate family, an employee will be granted leave between the date of death and the date of the funeral in accordance with the following.

- Bargaining unit employees assigned to a 40-hour workweek may be granted up to three consecutive working days off.
- Bargaining unit employees assigned to a 24-hour shift may be granted one shift day off, unless the death occurs on a day when the employee is on duty, in which case the employee will, upon request, also be given the remainder of such day off.
- These days shall be granted without loss of pay and without charge to accrued leave.

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

An employee may request time in addition to funeral leave, which such request is subject to approval by the Fire Chief or his designee and will be chargeable to other accrued leaves excluding sick leave. Such request will not be arbitrarily and capriciously denied. If approved, the employee will be allowed to reschedule an unused vacation day(s) for this purpose, without regard to maximum time off limitations. For purposes of this paragraph only, if an employee has exhausted his available vacation leave for the year in question, or extenuating circumstances exist, the Fire Chief or his designee may allow the employee to utilize vacation leave earned during the current year which would not otherwise be available for use until the following year.

Section 14.2 Jury Duty.

Employees called upon for jury duty will notify their Supervisor or designee as soon as possible. Time off with pay will be granted to all individuals serving on jury duty when adequate documentation is provided, including a copy of notice or other evidence of actual days served. (If an employee is required to appear for jury duty on consecutive calendar days, such employee will normally be released from duty for the period of time they are required to serve, *e.g.*, an employee serving as a juror on his 24-hour shift day who is expected to continue serving as a juror the following calendar day, will not be expected to report for duty for the remainder of such shift.)_The employee should submit proof of service with his or her time sheet to receive a regular paycheck. Employees may keep any payment received from the court for jury duty. This section is not meant to conflict with any county ordinances or laws as related to jury duty leave.

Section 14.3 Court Time/Witness Fees.

Employees may be subpoenaed in the course of their City employment to provide records, give depositions or testify in court or in administrative hearings. Where the City is not a party to such proceedings and where the subpoena is lawful and calls for testimony or documents which the employee possesses as a result of the performance of the employee's duties, time off with pay will be granted for that time reasonably necessary to respond to such subpoena. Such employees are also eligible for reimbursement for personal expenses for responding to any such subpoena. Should such employees also be paid a witness fee and travel expenses for these services by the party requesting the subpoena, such payments must be endorsed to the City. Employees not on duty when the subpoena calls for their response shall be paid at the overtime rate described in this Agreement.

Where the City is a party to such proceeding, time off with pay will be granted and the employee will be eligible for reimbursement of such expenses only upon prior approval by the City Manager or the City Manager's designee. In instances where the City is not a party to such proceeding, or the employee is subpoenaed or requested to give depositions or testify in court or in administrative hearings for issues not related to the employee's performance with the City, the employee must use their own accrued paid

leave, excluding sick leave, to accommodate these requests. Nothing herein shall obligate the City to compensate an employee for testifying as a witness for the Union, a co-worker or in a matter in which the employee and the City are adverse parties.

Section 14.4 Military Leave.

Any full-time employee who is a member of any reserve component of the United States Armed Forces or any reserve component of the Illinois State Militia, shall be granted leave from his or her employment for any period actively spent in military service, including:

- Basic training;
- Special or advanced training; and
- Annual training

An employee anticipating military leave must register their military status with Human Resources, notify his/her immediate supervisor, and then furnish Human Resources with a copy of official orders as soon as available.

During these leaves, the employee's seniority will continue to accrue. During leaves for annual training, the employee will continue to receive his or her regular compensation. During leaves for basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his or her compensation with the City of Naperville, he or she will receive his or her regular compensation minus the amount of his or her base pay for military activities.

Any employee who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty by an order of the President of the United States**,** will continue to receive the same regular compensation that he or she was receiving as an employee at the time he or she was mobilized, plus any health insurance and other benefits he or she was receiving or accruing at that time, minus the amount of his or her base pay for military service, for the duration of his or her active military service.

The City will continue to pay its portion of the costs of the basic life insurance coverage and medical benefits for activated reservists who are called up by order of the President, and their dependents, for the duration of the military service, provided the employee makes his/her contribution to the cost, if any, on a timely basis. If the employee opts out of the City's medical insurance coverage, that would be considered a COBRA event, and the employee will have the right to return to the City's insurance plan upon return to work, within the time frame permitted by applicable laws.

For employees receiving a City paycheck, the City will continue to deduct the employee's pension contribution from the paycheck and will make the employer's contribution to the pension plan. Returning employees who have not been receiving a City paycheck can earn pension service credit for military time served by purchasing from their pension plan the service credit they missed plus any interest owed. The City will then pay its employer's contribution for missed pension service credit.

Upon the employee's return to work for the City, he/she will be credited with vacation and sick leave benefits at a level as if the employee had been continually employed. Such paid time off does not accrue for employees while on military leave. Activated reservists may take previously accrued paid vacation time during their military service period, but they are not required to use it.
Upon completion of military service, an employee is eligible for reemployment if the employee reports back on a timely basis as required by federal and state law.

Section 14.5 Short-Term Leave of Absence Without Pay.

An employee may request a leave without pay for a period of up to one month (four calendar weeks), during the calendar year, subject to advance approval by the City. Short-term leave of absence is not intended as a substitute for sick leave. A request for short-term leave will be submitted in writing to the Fire Chief or his designee and may be granted with the approval of the Human Resources Director. At the completion of a short-term leave, an employee will return to his or her previous position and status without change to seniority and salary. Vacation, sick leave, and holiday pay will not accrue nor be paid during this period. An employee's medical/dental insurance remains intact should the employee elect COBRA coverage. The premium to be paid by the employee is 102% of the applicable premium that the City pays for single or family coverage. Any employee who does not report back to work at the end of an unpaid absence will be considered to have terminated his or her employment with the City, unless there are extraordinary circumstances beyond the employee's control that prevent notification. This applies only to approved, requested short-term leave. This does not apply to situations of exhausted sick leave.

Section 14.6 Extended Leave of Absence Without Pay.

An employee may request an extended leave without pay for a period not to exceed one year, subject to advance approval by the City. Requests for extended leave will be submitted in writing to the Fire Chief or his designee and may be granted with the approval of the Fire Chief and the City Manager. Sick leave, vacation, and holiday benefits will not accrue during the period of leave of absence. The employee will have the right to assume the total cost of health and life insurance premiums and remain a part of the group medical coverage during the leave, pursuant to COBRA. The premium to be paid by the employee is 102% of the applicable premium that the City pays for single or family coverage. If an employee is granted a leave of absence of more than one month, the employee is not guaranteed reinstatement to his or her former position. The employee may be replaced at the discretion of the City upon recommendation of the Fire Chief, the approval of the Human Resources Director and the City Manager.

At the expiration of the leave period, the Human Resources Director will attempt to place the employee in his or her former position or one that is similar, depending on the employee's qualifications and positions available. If the period of leave is for one month or longer, the employee's benefit accruals and date of hire will be adjusted by deducting the period of absence.

If the employee has not returned to work within five days after the end of the approved leave period, the City will terminate his/her employment and notify the employee in writing that his/her employee benefits are terminating, unless there are extraordinary circumstances beyond the employee's control that prevent notification.

Section 14.7 Disability Leave.

Bargaining unit employees with a non-work related short-term disability, who are not otherwise eligible to receive disability benefits from the Fire Pension Fund, and have been employed by the City for more than one year, will be eligible to receive temporary disability payments under this Section. The City will pay for up to one year, one-half of the employee's base pay after the employee has been unable to work for 30 days due to a qualifying disability. A physician's statement and periodic updates verifying ongoing disability is required. Employees do not have to exhaust sick leave or vacation benefits to be eligible. If the disability payments continue for longer than six months, the employee will become responsible for the full payment of medical, dental and basic life benefits. During the first six months that an employee receives disability payments, the employee is responsible for making his/her share of the premium contributions on a timely basis.

After exhausting the 12 weeks of job protection under the Family & Medical Leave Act (if applicable), employees receiving disability benefits from a pension or disability pay under this Section may be

replaced by another eligible regular employee at the City's discretion. Any reinstatement of the employee to his/her former position will be based on the employee's physical and mental ability, and qualifications.

In the event an employee receives disability benefits provided by the Fire Pension Fund, accrual of all paid leave benefits will cease. Any unused sick leave and/or vacation or other accrued leave will remain as a credit to the employee and will be administered in accordance with this Agreement or applicable City policy after the disability period is over. However, if the disability is a result of an injury or illness, which is covered by workers' compensation, accrued vacation or sick leave benefits may be used to supplement workers' compensation payments.

While an employee is receiving disability pay from the City under this Section, the employee's service credit toward retirement will continue.

Employees receiving disability payments from the Fire Pension Fund may continue to be eligible for group medical, dental and life insurance coverage under the following conditions:

1. For the first six months an employee receives a disability payment from the Fire Pension Fund, the City will pay its portion of the cost of medical and dental insurance monthly premiums.

2. After six months of disability payments from the pension plan, the employee will become responsible for the full cost of the insurance premium to maintain his or her eligibility for the insurance, except as otherwise provided for an eligible employee under the Public Safety Employee Benefits Act 820 ILCS 320/1.

3. A continuation option is available to eligible employees under COBRA and/or the State Law, 215 ILCS 5/367f, which permits eligible employees to continue medical insurance coverage. Each month the employee will pay the City an amount equal to the cost of the premium plus an applicable administrative fee. Any continuation of life or dental insurance is determined by the terms of the plan.

4. If the employee returns to full time work, the City will resume its share of the payment of insurance premiums.

5. Continued participation in the medical, dental and life insurance plans will be terminated if:
    - The employee is no longer eligible for coverage
    - The City does not receive payment for the insurance in a timely fashion; or
    - The employee voluntarily withdraws.

Disabled employees may be eligible for basic life insurance coverage for up to one (1) year while on disability leave at the City's expense. Disabled employees may qualify for waiver of life insurance premiums in the event of total disability.

Section 14.8 Honor Guard Leave

When the City or the Fire Chief requests the presence of the honor guard at an event, the city agrees to allow honor guard members relief from duty to participate in the event. The designated honor guard liaison as well as the Deputy Chief or his designee, shall decide the number of personnel necessary for the event.

ARTICLE XV – VACATION

Section 15.1 Accrual.

Fire Department personnel must complete at least six months of service in order to earn paid vacation. No vacation will accrue during an unpaid leave of absence.
Fire personnel who work 24-hour shifts are credited at the beginning of the "calendar year" with the total number of shift days (in hours) of vacation to which they are entitled. It should be noted that vacation credited on January 1 of each year was actually earned during the prior year.

After the first six months of employment, firefighter/paramedics may use up to three shift days of vacation (72 hours). However, this time, if taken, will be deducted from the accrued vacation days available after one year of employment. Vacation earned between the beginning of employment and the next January 1 will be prorated (rounded up) to the nearest 12-hour increment.

Vacation for Fire Department shift personnel is scheduled starting January 1 or the beginning of the Fair Labor Standard Act (FLSA) year as defined in the Fire Department Administrative Manual.

Available January 1 at Start of Each Year	Total Vacation Days/Hours
0 - 6 months	No vacation earned
7 - 12 months	72 hours + 16 hours/month
2	*7* days/*168* hours
3	*7* days/*168* hours
4	*7* days/*168* hours
5	*7* days/*168* hours
*6	Up to *8* days/*192* hours
7	*8* days/*192* hours
8	*8* days/*192* hours
9	*8* days/*192* hours
10	*8* days/*192* hours
*11	Up to *9* days/*216* hours
12	*9* days/*216* hours
13	*9* days/*216* hours
14	*9* days/*216* hours
*15	Up to *11* days/*264* hours
*16	Up to*12* days/*288* hours
17	*12* days/*288* hours
18	*12* days/*288* hours
19	*12* days/*288* hours
*20	Up to*13* days/*312* hours
21	*13* days/*312* hours

* The total hours of vacation time earned are dependent upon the employee's starting date. During the transition years (those years where an employee is credited with an additional vacation day) the total vacation hours will be

calculated by adding the total hours from the prior year to the prorated hours (to the nearest 12-hour increment, either 12 or 24 hours) earned between the employee's anniversary date and January 1. Firefighter/Paramedics hired between January 1 and June 30 will receive 24 hours; those hired between July 1 and December 31 will receive 12 hours.

For bargaining unit employees assigned to a 40-hour workweek, vacation with pay will accrue for each pay period worked. A new employee must complete at least six months of service in order to use accrued vacation. Accruals for time worked are posted to employee records each pay period.

Fire Department employees transferred to a Staff position from Shift shall have their vacation accrual hours converted to the Staff accrual upon transfer to the Staff assignment. The Staff accrual conversion formula is vacation hours multiplied by a factor of .8015. This conversion allows the employee to continue to accrue vacation hours up to the maximum allowed in the table below. Upon transfer from a Staff position to a Shift position, the employee's vacation accrual hours shall be converted to the Shift accrual rate by multiplying the vacation accrual hours by a factor of 1.2476. This conversion will allow the employee returning to a Shift assignment to have sufficient vacation hours available for use on the 24-hour schedule. Accrual rates for bargaining unit employees assigned to a 40-hour workweek are as follows:

Start of Service Year	Hours Accrued Per Year	*Hours Accrued Per Pay Period	Maximum Accrual Allowed
1st thru 4th	96.00	3.69	192.00
5th	104.00	4.00	208.00
6th	112.00	4.31	224.00
7th	120.00	4.62	240.00
8th	128.00	4.92	256.00
9th thru 14th	136.00	5.23	272.00
15th	176.00	6.77	352.00
16th	184.00	7.08	368.00
17th	192.00	7.38	384.00
18th	200.00	7.69	400.00
19th	208.00	8.00	416.00
20th	216.00	8.31	432.00
21st and over	216.00	8.31	432.00

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

Section 15.2 Usage.

Fire shift employees cannot carry over more than two (24-hour) vacation days. A bargaining unit employee assigned to a 40-hour workweek cannot carry-over more than a two-year accumulation of vacation time. Any vacation time beyond the two-year (or two vacation days for Fire Shift employees) accumulation will be lost.

For a bargaining unit employee assigned to a 40-hour workweek, a vacation day will not be charged to vacation pay where a holiday falls within an employee's vacation period.

Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes hospitalized.

Section 15.3 Vacation Sellback.

Fire Department shift employees may sellback up to three, 24-hour vacation days per year. Vacation sellback shall be completed no later than December 31 of the calendar year in which the vacation time was scheduled. Vacation hours once sold back cannot be reversed. Bargaining unit members assigned to a 40-hour work week, are eligible to sellback up to 2 vacation days

Section 15.4 Scheduling.

Fire Department personnel assigned to shift shall choose time off by rank and seniority. Seniority, for the purpose of choosing time off, shall be as follows:

1. Fire Captains will be the senior persons on each Shift.
2. Captains will determine seniority by time in grade as a Captain.
3. Lieutenants will determine seniority by time in grade as a Lieutenant.
4. Firefighters and Firefighter/Paramedics will determine seniority by length of full-time service on the Department. These positions are considered the same grade for the administration of leave and shift trades.

A maximum of five (5) officers may be scheduled off on any duty day, provided there shall be a minimum of one Shift Commander and one (1) Fire Captain or two Fire Captains scheduled for duty every shift day.

If the starting or promotion dates of employees of equal rank are the same, their seniority shall be determined by their position on the eligibility or promotional list. The lower the number on the list, the more senior the employee.

Calculation of vacation slots: The number of vacation slots for each Battalion will be re-calculated each year prior to Step 1 of the time off scheduling process by adding the vacation accrual for each member of the Battalion (refer to the above chart) and dividing that total vacation time off by 80%. This calculation provides an approximate number of slots needed for accrued vacation with approximately 20% of the slots open and unused after Step 3 is completed.

The total number of slots shall then be divided by the total number of shift days for the next calendar year. This will equal the approximate number of vacation slots needed per shift day. The total number of slots per shift day shall be rounded up so at minimum 20% of the vacation slots will remain open after Step 3 of the selection process is complete with all shift days throughout the year having an equal number of vacation slots.

The steps for the scheduling process are as follows:

STEP 1: The Operations Deputy Chief's Office will issue a schedule for the year in question to each Battalion. Non-exempt personnel will be assigned one unpaid 24-hour work reduction day off (Kelly Day) every ninth (9th) shift. Kelly time will be continuously rolled into the new time off calendar from the previous time off calendar year to keep the Kelly sequence (one Kelly every ninth shift day) and Kelly Group for each member consistent. This step allows for compliance with the Fair Labor Standards Act by reducing the hours worked in a 27-day period.

STEP 2: Each Shift member may pick up to, but not more than, eight (8) consecutive shift days off as vacation. If a day is completely filled in the middle of a member's block of picks, the member may still pick around that day as if it were a continuous block. If the vacation selection encompasses the individual's assigned Kelly Day, the total time selected may not exceed ten (10) consecutive shift days off. After Step 2 is completed, the schedule will be returned to the Operations Deputy Chief's Office for brief review. If an employee fails to make his pick within 24 hours after being notified, either in person, or by pager or by a call to the telephone number designated by the employee on the overtime callout list that it is his/her turn to pick, the employee shall be by passed until he or she responds, or all remaining employees have picked for the current step.

STEP 3: Each Battalion member will then choose his or her remaining vacation time in 24-hour units.

STEP 4: Any additional carry over time from the previous year may be chosen on the basis of seniority in 24-hour units. Request for carry over vacation must be approved by the Operations Deputy Fire Chief.

For bargaining unit employees assigned to a 40-hour workweek, vacation schedules will be arranged so as to result in minimal disruption to departmental operations. The Fire Chief or his designee will establish vacation schedules sufficiently early each year so that employees can plan for vacations. For like positions, a seniority system will be used to grant priority for scheduling vacations.

Section 15.5 Credit for Prior City Service.

If a bargaining unit employee was previously employed with the City in a non-bargaining unit or non-Fire Department position without any break in the continuity of City service between their previous and present position, the employee shall be credited for all such prior full-time City service in determining eligibility for the amount of their annual vacation accrual.

Section 15.6 Conversion of Sick Leave.

For bargaining unit employees working a 40-hour workweek, accumulated sick leave that is earned beyond 110 days (880 hours) may be converted to vacation leave at the rate of 10 sick leave days for each day of vacation. Fire employees who work shifts, may convert five shift days of sick leave to one shift day of vacation once they have earned 56 shift days (1344 hours).

Section 15.7 Death or Resignation.

All earned but unused vacation time shall be payable to the employee upon separation from employment or, in the event of the employee's demise, to the employee's estate.

ARTICLE XVI - TRAINING AND EDUCATION

Section 16.1 Mandated and Required Training.

Mandatory training consists of those courses, curriculums, or certifications, which the Fire Department mandates for all personnel.

Department required training consists of those courses or curriculum at which the attendance of individual personnel is mandated by the Fire Chief or his designee, by virtue of individual circumstances or involvement with specialty teams or assignments. Leave from duty shall be granted to Department personnel for attendance at mandated or required training. The training division will be responsible for coordinating attendance, subject to approval of the Fire Chief or his designee. Personnel attending local schools during duty hours will report back to duty upon completion of classes.

The City reserves the right to cancel attendance at any training due to budgetary concerns, lack of ITTF or MABAS reimbursement, staffing or operational reasons. Such training will normally be rescheduled to a later date if available.

Personnel attending mandated or required training shall receive their normal salary while attending school. Personnel attending mandated schools while off-duty shall receive overtime pay for course hours at time and one-half their regular hourly salary however, the City may, at its discretion, temporarily assign the employee to a 40-hour workweek to facilitate attendance at mandated training. The City will provide all tuition and/or related costs in accordance with the Employee Policy Manual and approved Municipal Budget.

Department personnel required to attend Illinois Terrorism Taskforce or MABAS approved training exercises or specialty team training deployments shall be granted leave from duty. Overtime coverage for duty personnel and overtime compensation for team members, who are attending these required training sessions on off-duty hours, shall be provided according to exercise reimbursement guidelines stipulated by ITTF or MABAS for each specific event. To the extent that reimbursement funding remains available from the Illinois Terrorism Taskforce (ITTF) or MABAS, the City will continue to provide coverage for these specialty team training opportunities.

Section 16.2 Elective Training.

Elective training consists of those courses, curriculums, or certifications, which are job related but not mandated or required for the employee's assigned position. Employees attend elective training for the purpose of personal enrichment or for advancement in the Fire Department.

Leave from duty may not be granted to Department personnel for attendance at elective schools, unless otherwise approved by the Fire Chief in a specific instance.
Personnel attending elective schools shall do so on their own time; however, tuition costs, registration fees will be provided by the City in accordance with provisions in the Employee Policy Manual and approved Municipal Budget.

Section 16.3 Training Registration/Reimbursement.

Except for extenuating circumstances, requests for tuition reimbursement shall be submitted in accordance with the guidelines detailed in the Employee Policy Manual. Except for extenuating circumstances, registration forms for training seminars, conferences, etc., should be received for budget approval, no later than two weeks prior to the date of the seminar, conference, etc.

The class registration form, Fire Department Application for School Leave Form, and other pertinent information should all be submitted at the same time.

Section 16.4 Approval For Attendance.

All requests by employees to participate in outside training opportunities shall be approved by the Training Bureau and the Fire Chief or his designee prior to the commencement of such training.

Section 16.5 Posting of Training Opportunities.

All training opportunities shall be posted electronically on the Fire Department intranet or designated electronic folder as time and notification permit, so all employees have equal access to this information.

ARTICLE XVII - STATION BIDDING AND PERSONNEL TRANSFERS

Section 17.1 Station Assignments for 24-Hour Shift Employees.

Thereafter, station bidding shall occur every three years, no later than 60 calendar days after the final posting of the Final Lieutenant's promotional list or extension of previous list. Station bidding shall be conducted after the following has occurred:

- An Operational Template shall be established and mutually agreed upon by the Fire Chief and the Union and will describe the department's bona fide operational needs. This template may be amended prior to the beginning of the bidding process or as bona fide operational needs arise.
- Each station shall be staffed with a complement of firefighters/paramedics and fire officers according to the Operational Template.

Section 17.2 Procedure for Bidding Station Assignments.

Station assignments will be administered by the following procedure:

1. The bidding shall begin with the rank of Captain, followed by the rank of Lieutenant, followed by the position of Firefighter or Firefighter/Paramedic.

2. Bidding shall occur by rank and seniority. If the starting or promotion dates of employees of equal rank are the same, their seniority shall be determined by their position on the eligibility or promotional list. Where two or more firefighters have the minimum certification requirements for a station, the more senior firefighter has priority irrespective of any other additional qualifications.

3. Captains shall determine seniority by time in grade as a Captain. Starting with the most senior Captain, all Captains shall indicate their station preference to the Fire Chief or his designee.

4. Lieutenants shall determine seniority by time in grade as a Lieutenant. Starting with the most senior Lieutenant, all Lieutenants shall indicate their station preference to the Fire Chief or his designee.

5. Firefighters and Firefighter/Paramedics shall determine seniority by length of full-time service on the Department. These positions are considered the same grade for the administration the bidding process. However, the Operational Template shall determine which positions are open for bid at a particular station.

6. Firefighter/Paramedics with less than five (5) years of completed service by January 1st of the year the station bids become effective shall be assigned at the discretion of the fire chief.

7. Each shift member shall be notified by the Union either in person, by pager, or by a call to the telephone number designated by the employee list that it is his/her turn to bid. The shift member shall normally respond immediately with his bid request. If an employee fails to make his choice within 24 hours after being notified, the employee shall be passed until they respond or all remaining eligible shift members have bid.

8. Any employee that has not indicated their preference after the conclusion of the bidding shall be skipped and their station assignment shall be determined by the Fire Chief or his designee.

If an opening occurs within the three-year time between bidding for station assignments (such as a vacancy, promotion, or new positions created at a station), a two-week time frame shall be given to allow individuals to bid into the opening(s). If the Fire Chief or his designee reassigns apparatus, a station bidding process may be allowed to occur after consultation in a labor management meeting. The Fire Chief shall not be restricted from temporarily assigning someone to fill the open spot(s) while this procedure is completed. The bidding procedure for this two-week time frame shall follow the bidding procedure outlined above.

Section 17.3 Personnel Transfers.

Probationary Personnel shall be assigned to a minimum of two stations and two supervisors during their 12-month probationary period.

Furthermore, the City reserves the right to initiate emergency station transfers and temporary shift transfers while adhering with the following guidelines:

Emergency Station Transfers. When a bona fide operational reason arises for an emergency transfer, the Fire Chief at his discretion may transfer an employee to fill a vacancy or may elect to transfer a shift member to another station. The Fire Chief or his designee shall meet with the Union President or his designee as soon as practicable but not later than ten (10) calendar days of the decision, to inform him of such decision to transfer and provide bona fide operational reason(s) justifying the City's decision, provided that if the decision involves confidential employee issues, the Fire Chief shall not be required to divulge said information.

Reasons for emergency station transfers may include, but are not limited to:

- Personal Conflicts: Conflicts between personnel at a station may necessitate a transfer between stations. The least senior person shall normally be the firefighter who receives the transfer, unless a firefighter volunteers for the transfer.

- Potential Impact on Department Operations**:** Factors considered for this type of transfer may include paramedic certification, acting company officer, specialty team assignment, creation of new positions, or other situations that represent bona fide operational needs. The least senior person shall normally be the firefighter who receives the transfer, unless a firefighter volunteers for the transfer. In the event the bona-fide operational need no longer exists, the employee that was moved from a bid position shall have the right to return to his or her bid.

- Long Term Absences**:** This type of transfer may be due to long-term illness, injury, or extended leave. The least senior person shall normally be the firefighter who receives the transfer, unless a firefighter volunteers for the transfer.

- Voluntary Requests**:** A shift member may voluntarily request a station transfer in between bids. All voluntary transfer requests will be thoroughly evaluated. If a shift member requests to move off of his or her bid, it is understood that they may be assigned at the Fire Chief's discretion until the employee can bid a station at a future date as described above.

Temporary Shift Transfers. All NFD sworn personnel are potentially subject to temporary transfer, however, this process shall proceed by considering the least senior, non-probationary personnel first. The Deputy Chief shall maintain a Roving Shift Assignment List identifying the last 15 employees who completed their probation. This number is subject to change should circumstances occur that increase the need to consider additional temporary transfers. As recently hired personnel complete their probationary period, they will replace the most senior persons on the list.

The City will normally consider the following priorities when assigning personnel for a temporary transfer to another shift to cover for bona fide operational reasons as outlined above:

1. Determine the shift impacted by existing vacancies due to extended leave.
2. Assess the potential for overtime reduction.
3. Identify the shift with sufficient personnel eligible for temporary transfer.
4. Start with the least senior employee off probation.
5. Identify those individuals from the Roving Shift Assignment List most eligible for transfer.
6. Bypass the employee most recently subject to temporary transfer, if possible.
7. Evaluate existing scheduled leave for the eligible personnel during the period of anticipated temporary transfer being considered.
8. Select the candidate with the least leave conflict for the anticipated temporary transfer period.
9. Notify the individual, their Shift Commander, Union President (or his designee) and their Company Officer of the decision for temporary transfer.
10. Schedule the date for transfer to occur; verifying that work hours and employee compensation will not be affected.

Terms of temporary shift transfers shall be dependent upon:

- New employees entering the department
- Anticipated length of long-term leave for the employee being replaced
- Availability of other employees eligible for transfers

An effort will be made to avoid placing undue burden on any one employee. Personnel on the Roving Shift Assignment List will be removed from the list in seniority order as new employee's complete probation.

Section 17.4 Hours of Work Considerations.

Employees being transferred shall receive a minimum of 12 hours off between an old shift assignment and a new shift assignment. The work schedule shall be coordinated to comply with Section 5.3 of this agreement.

ARTICLE XVIII – QUARTERMASTER

Section 18.1 Uniforms and Quartermaster System.

Upon initial hire after the effective date of this Agreement, the City will provide employees with the uniform and firefighting turnout items as listed in the Fire Department uniform general order; The Fire Chief or his designee may add items to that list at his discretion.

Employees participating in identified special event details shall be eligible to receive one special event uniform, i.e., shirt, shorts, and shoes.

The City shall reasonably determine the type, style, and/or color of uniforms and turnout gear. Clothing and protective gear issued by the City shall only be worn when representing the City or the Fire Department in an official capacity, or traveling to and from work. The Fire Chief may establish reasonable rules and policies concerning the use and wearing of uniforms and equipment.

The City will replace required uniform and protective equipment items as they become worn out or damaged through a process established by the City. It shall be understood that items submitted for replacement may be appropriately repaired rather than replaced if, in the judgment of the Fire Chief or

his designee, it is reasonable to repair the item. Employees are responsible for the cleanliness and appearance of their uniforms.

If the Fire Chief decides to change the type, style or color of any uniform item which the Fire Chief requires employees to wear, the City shall provide the initial issue at no expense to the affected employee. This provision shall not be applicable if the Fire Chief decides to change the type, style or color of any uniform item prospectively; in which case items ordered pursuant to the City's replacement procedure shall be in accordance with the changed type, style or color of uniform item.

ARTICLE XIX - WELLNESS COMMITTEES

Section 19.1 Safety Committee:

The Fire Department shall establish a standing committee of up to eight (8) personnel, up to four (4) members appointed by the Fire Chief and up to four (4) employees appointed by the Union President. This group will serve as the Fire Department Safety Committee. The Committee's meeting schedule will be posted in January for the remainder of that calendar year. Minutes of each meeting will be recorded and distributed via Official Fire Department Correspondence. Any bargaining unit member may be replaced if they resign or doesn't attend 75% of the meetings over a two (2) year period.

The Safety Committee will be expected to:

- Review of accidents/injuries concerning the Department and make recommendations to prevent future occurrences.
- Develop an on-going safety awareness program.
- Develop statistics related to accidents and injuries.
- Consider employee safety concerns, including review of Employee Safety
- Suggestion forms and Employee Safety Concern forms. Safety concerns that require immediate action should always be immediately reported by an employee to their immediate supervisor and Command Staff (verbally or in writing).

Section 19.2 Wellness/Fitness Committee:

The fire department shall establish a standing committee of up to six (6) personnel, up to three (3) members appointed by the fire chief and up to three (3) employees appointed by the union president. This group will serve as the fire department wellness/fitness committee. The committee's quarterly meeting schedule will be posted in January for the remainder of that calendar year. Minutes of each meeting will be recorded and distributed via official fire department correspondence. Any bargaining unit member may be replaced if they resign or doesn't attend 75% of the meetings over a two (2) year period. The committee will also evaluate the program, and suggestions for improvement, and prepare an annual report to be submitted to the fire chief and the union president.

The program will follow general order 10.8.0 department wellness and fitness program.

Section 19.3 Cancer Prevention and Awareness Committee:

The fire department shall establish a standing committee of up to eight (8) personnel, this group will serve as the fire department cancer awareness committee. The committee's meeting schedule will be posted in January for the remainder of that calendar year. Minutes of each meeting will be recorded and distributed via official fire department correspondence. Any bargaining unit member may be replaced if they resign or doesn't attend 75% of the meetings over a two (2) year period.

The program will follow general order 10.9.0 firefighter cancer prevention and awareness.

ARTICLE XX - MISCELLANEOUS PROVISIONS

Section 20.1 Ratification and Amendment.

This Agreement shall become effective when ratified by the Union and the City Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 20.2 Medical Examination.

If, at any time, there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff, or paid or unpaid leave of absence, excluding vacations, of more than thirty (30) consecutive calendar days in a one year period, the City may require, at its expense, that the employee have a physical and/or psychological examination, or undergo a functional capacity test, by a qualified and licensed medical doctor designated by the City, or other medical expert designated by the City's physician. The purpose of such examination or functional capacity test shall be to determine the employee's fitness for duty. In addition, the City may require annual respirator testing as well as an annual fitness for duty medical evaluation.

Should a dispute arise between the City's medical doctor and the employee's medical doctor over the employee's fitness for duty under this Section, the dispute shall be resolved by a mutually agreeable third medical doctor, and the costs of the third doctor's opinion shall be shared 50/50 by the employee and the City.

Section 20.3 Employee Assistance Plan.

During the term of this Agreement, the City will maintain an employee assistance plan (EAP). Eligible employees may seek assistance from the City's EAP on a confidential basis, and the City may refer an employee to the EAP.

Section 20.4 Precedence of Agreement.

If there is any conflict between the specific provisions of this Agreement and the specific provisions of any City ordinance, City Personnel Policies or Fire Department Policies or Rules which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 20.5 Physical Fitness Requirements.

In order to maintain efficiency in the Fire Department, to protect the public and to reduce insurance costs and risks, the City, working with its certified fitness coordinators and the assigned representative(s) of the Union, may establish a reasonable on duty physical fitness program. Employee participation, while encouraged, shall be voluntary.

Section 20.6 Family and Medical Leave Act.

Leave under the Family and Medical Leave Act of 1993 ("FMLA") shall be governed by the applicable provisions of the City's Employee Policy Manual, as it exists on the effective date of this Agreement.

Section 20.7 Tuition Reimbursement.

During the term of this Agreement, If the City provides a tuition re-imbursement program, all bargaining unit members shall be considered eligible to participate in the program under the parameters of the reimbursement program.

Section 20.8 Residency.

During the term of this Agreement, the City will not modify existing residency or U.S. citizenship requirements for bargaining unit employees.

Section 20.9 No Smoking Restrictions.

The parties are committed to maintaining a smoke-free environment in all of the City's facilities. Smoking is prohibited in all City buildings and vehicles. Smoking is defined as a lighted cigar, cigarette, pipe or any other lit product.

This policy reflects consideration of the evidence as to the detriment of smoking to the smoker and the increasing recognition of the health hazards of "passive" smoke to the non-smoker.

Smoking is prohibited in the interior of all Fire Department buildings, facilities, and vehicles. "Facilities" include any building or structure used for Department operations, training/instruction, administration, support services, maintenance or storage.

Section 20.10 Alternate Duty.

The City may require alternate duty for any or all employees who have been temporarily disabled as a result of a City of Naperville work-related injury. For temporary non-work related illnesses or injuries, the employee may request alternate duty, but shall not be involuntarily assigned alternative duty. An employee on sick leave requesting alternative duty shall submit such request, in writing, at least seven (7) calendar days prior to his desired alternate duty start date. If the City requires an employee who is temporarily disabled as a result of a work-related injury to begin an alternate duty assignment, the City will give such employee at least seven (7) calendar days advance notice of such assignment to a 40-hour work week. If the City elects to assign the employee to a twenty-four (24) hour assignment, the seven (7) calendar days advance notice of such assignment does not apply. If initially assigned to a twenty-four (24) hour alternate duty assignment and the City elects to change the schedule to a forty (40) hour workweek, the seven (7) calendar days advance notice is required between working a twenty-four (24) hour assignment and the beginning of the forty (40) hour schedule.

Personnel sustaining work-related injuries shall initially have the City's medical doctor, or a medical doctor acceptable to the City, promptly complete the City's "Return To Work/Fitness For Duty Form". Except for extenuating circumstances, the employee shall return the completed form, in person or via fax, to the Deputy Chief within twenty-four (24) hours of seeing the doctor. Following the initial evaluation, nothing herein shall preclude an employee from being treated by a medical doctor of the employee's choice. To the extent the City's medical doctor and the employee's medical doctor disagree over the employee's fitness to return to alternate duty under this Article, the dispute shall be resolved by a mutually agreeable third medical doctor; and the costs of the third doctor's opinion shall be shared 50/50 by the employee and the City.

An employee recovering from a temporary non-work related illness or injury may request an alternate duty assignment. Such requests shall be directed to the Deputy Chief and shall include the "Return to Work/Fitness for Duty Form", signed by the employee's medical doctor, clearing them for Alternate Duty.

Alternate duty assignments made by the City will be in accordance with medical restrictions and will consist of bona fide, productive work at a location and Fire Department Division specified by the City. An employee recovering from a temporary work related injury that is assigned to alternate duty shall normally work Monday through Friday, from 0800 to 1700 hours, with a one (1) hour unpaid lunch, provided, upon request, such employee will be assigned to work four (4) consecutive ten (10) hour days, from 0700 to 1800 hours, with a one (1) hour unpaid lunch. An employee recovering from a temporary non-work related illness or injury that is assigned to alternate duty will normally work Monday through Friday, from 0800 to 1700 hours, with a one (1) hour unpaid lunch. Provided, the Fire Chief may elect the employee work a twenty-four (24) hour alternate duty assignment. While assigned to alternate duty, the employee will only be eligible for overtime for hours worked in excess of his normal workday, *i.e.* eight (8) or ten (10) hours. While assigned to such an alternate duty schedule, the

employee will, when necessary, be released for a portion of the workday to attend to a doctor's appointment or therapy session directly related to such illness or injury, provided that an employee with a non-work related illness or injury shall utilize sick leave for such period.

Nothing herein shall be construed to require the City to create alternate duty assignments for any employee, or to create a permanent alternate duty assignment. Alternate duty shall not exceed six (6) months per occurrence, provided the City may modify and extend an alternate duty assignment for an employee temporarily disabled due to a work related injury for up to an additional (6) months at its discretion. An Alternate duty assignment for an employee recovering from a temporary non-work related illness or injury may be extended for up to an additional six (6) months, subject to mutual agreement between the employee and the City.

Employees will only be assigned to alternate duty assignments when the City determines that the need exists and only as long as such need exists. When practicable, an employee will be given two (2) consecutive calendar days off, without pay, immediately before being returned to regular shift work from an alternate duty assignment under this Section.

After suffering a work related illness/injury, when an employee's physician and the city's physician agree that the employee is at maximum medical improvement (MMI) parties agree the employee is then permanently restricted from performing full job duties and The City and Union agree he or she is no longer temporarily disabled for the purposes of this article. Therefore, they are to be ineligible for alternate duty.

Section 20.11 Contracting Out.

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform, provided the City reserves the right to contract out bargaining unit work.

Except when an emergency situation (including natural and/or man-made disasters) exists, before the City contracts out work for economic reasons, which would result in the layoff of bargaining unit employees or the elimination of existing bargaining unit positions, the City will notify the Union and offer the Union an opportunity to bargain over the City's proposed subcontracting decision.

The parties agree that Public Act 095-0490 (SB834) (the "Act"), which governs the circumstances relating to the use of substitutes became applicable to the City June 1, 2008, and currently states as follows: "…a person who has not qualified for regular appointment under the provisions of this [Act] shall not be used as a temporary or permanent substitute for classified members of a municipality's fire department or for regular appointment as a classified member of a municipality's fire department unless mutually agreed to by the employee's certified bargaining agent."

The parties further acknowledge that the Act may have an impact on the Employer's ability to subcontract bargaining unit work. As of the effective date of this Collective Bargaining Agreement, the parties do not agree as to the scope and impact of the Act as it relates to the Employer's right to subcontract bargaining unit work as provided above.

In order to have the Collective Bargaining Agreement move forward without delay, the parties agree that each side reserves its rights and may continue to assert, without prejudice, its view of how the Act impacts any right to subcontract bargaining unit as set forth above. The subcontracting language set forth above shall not be construed as a waiver by the Union of its rights under the Act nor shall it be construed in any manner as a "permissive agreement" between the Union and City authorized by the Act.

Section 20.12 Return to Shift Training Assignment.

If an employee has been absent for one hundred twenty (120) calendar days or more and is returned to work, the City may temporarily assign such employee to the Training Bureau, under an alternate work schedule, before returning them to shift work. Normally, an employee's assignment to the Training Bureau under this Section will not exceed forty (40) hours. While assigned to the Training Bureau, the following shall occur:

- The duties of the employee's position shall be reviewed.
- The Fire Department Administrative Manual, rules regulations and procedures shall be reviewed, with special attention to new procedures, equipment and the like.
- The City will conduct an objective assessment of the employee's ability to perform the Essential Job Functions and Principal Duties and Responsibilities for the employee's normal shift position.
- Based on this assessment, the City will determine what specific areas, if any, the employee needs to review before being re-assigned to shift work. If no further training or review is needed, the employee will be re-assigned to regular shift work.

Section 20.13 Repair or Replacement of Personal Items.

The City will repair or replace within reasonable limits an employee's prescription eyeglasses, contact lenses, or prescription sunglasses, not to exceed $150 per item, if such item is damaged while an employee is performing actual fire suppression functions, emergency medical services, approved training programs, or other authorized special duties, subject to verification by the employee's supervisor and approval by the Fire Chief.

Section 20.14 Pick Up Of Pension Contributions.

The City will continue to pick up Firefighter pension fund contributions as required by 40 ILCS 5/4-118.1 of the Firefighters Pension Fund pursuant to 40 ILCS 5/4-118.2, by a reduction in the cash salary of the Firefighters, to the extent permitted by law.

Section 20.15 VEBA.

The City agrees to cooperate with the Union's implementation of a VEBA plan for post retirement health care benefits.

1. The IAFF VEBA Plan shall be administered solely by the Trustee of the Plan.
2. The City shall contribute to the IAFF VEBA by making the following cash deposits for each employee in the plan as follows:
   a. The amount specified in 11.7 and 11.12 of this Agreement, and
   b. A yearly deposit of $797.
3. Contributions by the City shall be paid to the trustee of the plan in January of each year.
4. The City shall have no responsibility, liability, or obligation with regard to the VEBA plan other than to make the payments set forth above. This is a defined contribution plan.

Section 20.16 Staffing.

The City and the Union agree that proper staffing is a necessary component for safety and operational effectiveness.

The City shall staff each shift with a minimum of forty-two (42) certificated members.

In the event the City decides to consolidate two fire stations existing at the time of this agreement into one station, the minimum staffing number shall be reduced to forty-one (41).

In addition to and separate from the station consolidation agreement above, the City agrees that if it determines there is a need for a change in the minimum staffing number, it shall occur via the following process:

Ninety (90) days prior to the date proposed by the City for changing the minimum staffing number, the City will inform the Union in writing of the change(s) it proposes. The Union and City agree to bargain in good faith over the change. At the end of the ninety (90) day period if no agreement is reached, the City shall have the right to seek the proposed change(s) in interest arbitration pursuant to the process set forth under the Illinois Labor Relations Act.

The parties understand that this right to reopen the agreement and the right of the City to seek the proposed changes through interest arbitration may be interpreted as a permissive subject of bargaining under the Illinois Labor Relations Act. The parties agree that the right to reopen and invoke interest arbitration are integral parts of this staffing provision and shall survive current and future contract expirations as if they were a mandatory subject of bargaining. The parties further agree that if this staffing provision becomes the subject of a future interest arbitration, the City shall have the right to have the reopener and interest arbitration terms of this provision considered by the arbitrator as if they were mandatory subjects of bargaining.

Additionally, fire stations and each medic, rescue, command, or suppression apparatus shall be staffed with a minimum as indicated
In extenuating circumstances for periods of time that normally will not exceed two hours (2), apparatus may run with less than the minimum.

Staffing Matrix		
Fire Station		Each Station shall have a minimum of one (1) fire apparatus assigned to it
Fire Apparatus (Engine/Truck/Quint/Squad/Heavy Rescue)		Minimum of Three (3)
Medic/Ambulance		Minimum of Two (2)
Command Car(s)		Minimum of One (1)
Alternative Rescue Vehicle		Minimum of One (1)

ARTICLE XXI - BOARD OF FIRE AND POLICE COMMISSIONERS

Nothing in this Agreement is intended to diminish the authority of the City Board of Fire and Police Commissioners ("BFPC") with respect to the hiring of bargaining unit employees. The BFPC retains the right to adopt and enforce rules and regulations in connection with administration of the promotional process, provided such rules and regulations are in conformity with Article XX (Miscellaneous Provisions) Article XXII (Discipline, Discharge & Personnel Records), and Article XXV (Promotions).

ARTICLE XXII - DISCIPLINE, DISCHARGE & PERSONNEL RECORDS

Section 22.1 Discipline and Discharge.

Any supervisor may issue an oral or written reprimand. Any officer of the rank of Bureau Chief or above may temporarily suspend a subordinate employee with pay and/or recommend a demotion, unpaid suspension or dismissal. The Fire Chief or the Acting Fire Chief may suspend non-probationary employees without pay for up to 45 calendar days or as may otherwise be agreed between the Fire

Chief and the Union; demote; or dismiss any such employee. The sole recourse for appealing unpaid suspensions, demotions in rank and pay grade, and dismissals shall be to file a grievance under Article IX. It is expressly agreed that the employee who is the subject of the disciplinary action shall have no right to appeal any disciplinary action to the City Board of Fire and Police Commissioners. Oral reprimands shall not be subject to the grievance procedure, or to appeal to the Board of Fire and Police Commissioners. Written reprimands may be grieved to Step 3 of the contractual grievance procedure, but not to arbitration or appealed to the Board of Fire and Police Commissioners. If the Fire Chief or the Acting Fire Chief dismisses a non-probationary employee and such employee elects to appeal the decision, the grievance shall be processed in accordance with Article IX of this Agreement, except that it shall be filed at Step 3 of the procedure. Thereafter, if an arbitrator determines that the suspension or dismissal was not supported by just cause, the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any lost wages incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator.

During an employee's probationary period the employee may be suspended (for up to 3 duty days or less) or terminated by the City, with or without cause. No grievance shall be presented or entertained in connection with such a suspension or termination of any probationary employee.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS § 5/10-2.1-17, or the Rules and Regulations of the City of Naperville Board of Fire and Police Commissioners.

Section 22.2 Administrative Leave Pending Investigation.

When an employee is alleged to have engaged in serious misconduct, but the City has not had sufficient opportunity to investigate the allegations to make a final disciplinary determination, the City may place the employee on administrative leave with pay pending the outcome of the investigation. Provided, however, whenever an employee has been indicted or charged with a felony, then such employee may be temporarily placed on an unpaid leave, provided such employee is afforded a reasonably prompt opportunity to be heard.

Section 22.3 Right to Representation.

Nothing in this Agreement is intended to add to, detract from or waive an employee's existing legal right(s) to have a representative present during any investigatory meeting where the employee reasonably believes s/he may be subject to discipline.

Section 22.4 Personnel Records.

An employee shall be provided with access to his or her personnel record in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01.

Section 22.5 Removal of Disciplinary Records from Personnel File.

Records will be expunged only at the written request of the affected employee, following the procedure set forth herein. Upon request, records of misconduct and disciplinary action shall be expunged by the Fire Chief, or his designee, from the employee's personnel file in the following manner:

- Records of investigations and incidents that do not result in discipline: immediately upon employee request.
- Verbal counseling/oral reprimand: after one year with no additional incident requiring further discipline.
- Written reprimand: after three years with no additional incident requiring further discipline.

- Suspension: after five years (unless an allegation involving excessive force, harassment, discrimination, dishonesty in the performance of Fire Department duties, or criminal conduct as referenced below).

A finding or sustained allegation of misconduct involving excessive force, harassment, discrimination, dishonesty in the performance of official Fire Department duties or criminal conduct may be weighed in future disciplinary proceedings to determine credibility, notice and the appropriate penalty.

Section 22.6 Firemen's Disciplinary Act.

Nothing in this Agreement shall be construed to preclude the applicability of the Firemen's Disciplinary Act, 50 ILCS 745/1 *et seq*., but said Disciplinary Act shall not be incorporated herein by reference.

Section 22.7 Pre-Termination Meeting.

Unless a formal interrogation has been conducted pursuant to the Firemen's Disciplinary Act, prior to discharging a non-probationary employee, the Fire Chief or his designee will offer to meet with the employee, describe the reason or reasons why dismissal is being contemplated, and afford the employee an opportunity to state his/her side before a final decision is made.

ARTICLE XXIII - OUTSIDE EMPLOYMENT

Employees shall notify the Chief in writing of any outside employment. Outside employment shall be defined as employed by an employer, contracting for or accepting anything of value in return for services and/or self-employed for remuneration. Employees may be allowed to work on outside employment on their days off, provided such employment shall not:

- result in a conflict of interest;
- bring the City into disrepute;
- result in outside work during an employee's work shift;
- involve the use of City equipment, supplies or facilities; or
- adversely impact the employee's ability to do the job for the City.

The Union and City agree that outside work, which for purposes of this provision is defined as any active full time, privatized, paid on-call, volunteer, or any other class of work that provides emergency fire or pre-hospital emergency operational service as provided by the city of Naperville fire department bargaining unit members, (hereinafter "Like Work") shall be restricted under the following guidelines:

1. Tier 2 pension members must resign from and cease performing Like Work within 12 months of the date City Council ratifies the collective bargaining agreement ("Contract Ratification").
2. Tier 1 pension members that have submitted notification of performing Like Work and have received written approval from the fire chief prior to contract ratification shall be allowed to continue working for that current, approved Like Work.
3. Employees hired after contract ratification shall be prohibited from performing like work.
4. Current employees (Tier 1 and 2) who have not submitted written notification and received written approval of the Fire Chief as of contract ratification shall be prohibited from performing Like Work.
5. Any employee (Tier 1 and 2) who leaves, is terminated, or otherwise severs their relationship with their current, approved Like Work, shall be prohibited from performing any future like work.

When an employee leaves, is terminated, or otherwise severs their relationship with their current, approved Like Work, that employee is required to submit written notification to the fire chief of their status.

Tier One employees who desire to or are currently engaged in "like work" shall in writing submit a "Request to Work Outside Employment" form to the Fire Chief within 30 days of contract ratification. Employees whose request is denied shall terminate their outside employment on a date to be decided by the Fire Chief at his discretion after consultation with the employee and the Union. Employees who fail to submit a "Request to Work Outside Employment" form within 30 days shall not be permitted to work "like work" outside employment.

ARTICLE XXIV - DEPARTMENT RULES

Employees shall be required to comply with all rules and regulations, policies and procedures of the City assuming such are not inconsistent or in conflict with the terms of this Agreement. In the event there is a dispute as to whether a rule, regulation, policy or procedure is in conflict with or is inconsistent with the terms of this Agreement, it is agreed that the employees will comply with the rule, regulation, policy or procedure upon the direction of the supervisor and any dispute over the matter will be resolved through the grievance procedure.

ARTICLE XXV – PROMOTIONS

Section 25.1 General.

Promotions to the ranks of Captain and Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act, as amended 2008 - 50 ILCS 742 (hereinafter the "Act"). A copy of this Act is attached as "Appendix E to this Agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of this Act, with the promotional process to be conducted and supervised by the City of Naperville Board of Fire and Police Commission (hereinafter the "BOFPC").

Section 25.2 Vacancies.

This Article applies to promotions to vacancies in the ranks of Lieutenant and Captain. A vacancy in the rank of Captain or Lieutenant shall be deemed to occur on the date upon which the position is vacated, provided that the position continues to be funded and authorized by the City, (when a vacancy occurs in the position of Captain, a vacancy shall be deemed to occur in the rank of Lieutenant, provided that either or both positions continue to be funded and authorized by the City). If a vacated Lieutenant or Captain position is not filled due to the lack of funding or authorization and is subsequently reinstated (i.e., funded and authorized by the City), the final promotion list shall be continued in effect until all Lieutenant and/or Captain positions that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of four (4) years beginning from the date on which the applicable position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 25.3 Eligibility Requirements.

The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter or Firefighter-Paramedic who meet the eligibility requirements set forth in subsection (a) below and desire to submit themselves to such process. The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant who meet the eligibility requirements set forth in subsection (b) or (c) (beginning in 2015) below and desire to submit themselves to such process.

a) Lieutenant. Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if they:

1. Have served a minimum of five (5) years on the Naperville Fire Department, including probation, as of February 1st of the year in which the exam is administered, and
2. Are certified as Fire Officer I, or provisional Fire Officer I, or Company Fire Officer or provisional Company Fire Officer as defined by the Illinois Office of the State Fire Marshal or equivalent as mutually agreed upon by labor and management, by February 1st of the year in which the exam is administered (For the Lieutenant's testing process, the date for these requirements is as of no later than 5:00 p.m. at the close of application).

b) Captain. Members of the bargaining unit in the rank of Lieutenant shall be eligible to participate in the process for promotion to Captain if they:

1) Have served a minimum of three (3) years in the rank of Lieutenant in the Naperville Fire Department as of as of February 1st of the year in which the exam is administered, and
2) Are certified as Fire Officer II or provisional Fire Officer II or Advanced Fire Officer or Provisional Advanced Fire Officer as defined by the Illinois Office of the State Fire Marshal, or equivalent as mutually agreed upon by labor and management, as of February 1st of the year in which the exam is administered, and
3) Have a minimum of an Associates Degree or official transcripts stating all requirements for degree completion have been met by February 1st of the year in which the exam is administered. (For the Captain's testing process, the date for these requirements is no later than 5:00 p.m. at the close of application).

Section 25.4 Components of the Promotional Process and the Weighting of Components.

The placement of eligible candidates on a promotion list shall be based on the points achieved by the candidate on each of the following five components weighted as specified:

Order of Administration	Component	Percentage Weighting—Lieutenant	Percentage Weighting—Captain
1	Seniority	10%	10%
2	Ascertained Merit	10%	10%
3	Promotability Rating Points	10%	10%
4	Assessment Center	30%	30%
5	Written examination	40%	40%

If a candidate wishes to withdraw from the promotional process before the completion of all the components of the promotional process, the candidate shall so advise the Fire Chief in writing.

Section 25.5 Promotion Process Components.

The components of the promotional process shall be as follows and shall be administered in the order set forth above:

Seniority. As of February 1st of the year in which the test is administered, seniority shall be calculated as follows:

- The most senior candidate up to a maximum of twenty-five (25) years of service shall be awarded 100% of the points available for seniority component. Less senior candidates shall be awarded points pro-rata based upon the most senior candidate's years of seniority.

- For example, 26 years = 100%. So, 12 years 6 months = 150 months divided by 300 months = 50 %.
- The total point value shall not exceed 100 points

If a candidate withdraws from the promotional process after the February 1st cut off date, the seniority points shall not be re-calculated, changed, adjusted, or revised.

Ascertained Merit. An aggregate maximum of one hundred (100) points can be earned in Ascertained Merit based on any combination of points in the five (5) merit components: Education, Specialty Teams, Committees, Department Involvement, Boards, and Professional Certifications, as set forth below.

Candidates requesting points under this section shall include substantiation of the requested points by submitting: copies of degrees/diplomas, official transcripts stating all requirements for degree(s) are completed, applicable certifications, and/or letters certifying involvement from committee chairs, board presidents, or the Fire Chief. The qualification deadline for receiving credit for any of the merit components is February 1st of the year in which the promotional testing process is administered.

Point values shall be determined on the basis of the following:

Merit Component 1 – Education

LIEUTENANT'S ASCERTAINED MERIT	
Associates Degree-	**10** points
Associates Degree in Fire Science-	**20** points
Bachelors Degree-	**40** points
Bachelors Degree in Fire Management or Masters Degree-	**50** points

CAPTAIN'S ASCERTAINED MERIT	
Associates Degree in Fire Science-	**15** points
Bachelors Degree-	**40** points
Bachelors Degree in Fire Management or Masters Degree	**50** points

Merit Component 2 - Specialty Team Participation

Promotional candidates shall be eligible to receive ten (10) points for being a member on any of the specialty teams listed below. Members must be currently on the team and must have served a minimum of twelve (12) months prior to February 1st of the testing year. A promotional candidate who is a Team Coordinator / Leader shall be eligible to receive three (3) additional points. The candidate must currently be the coordinator/leader and have served a minimum of twelve (12) months prior to February 1st of the testing year.

The Specialty Teams are as follows:

- Hazardous Materials Team
- Technical Rescue Team
- Fire Investigation Team
- Water Rescue Team
- Tactical EMS Team

A maximum of twenty (20) points are available for this merit component.

Merit Component 3 - Department Involvement
Candidates shall be eligible to receive two (2) points for **each** role served within the term. Service shall be recognized for all service up to February 1st of the year the test is administered.
The recognized roles are as follows:

- Quartermaster (uniform and gear) / Assistant Quartermaster
- SCBA and / or Fit Testing Technician
- Equipment Maintenance Representative
- Pump testers
- Ladder Coordinator
- Hose coordinator
- EMS Station Representative
- EMS Instructor
- Juvenile Firesetter Intervention Specialist
- Peer Fitness Instructor
- Subject Matter Expert
- Explorer Post Advisor
- EMS / Fire Report Auditor
- Pub Ed team member
- New Apparatus committee
- Paramedic preceptor*
- Honor Guard
- UAS Team
- Official department recognized standing committee not listed above

Promotional candidates may also receive one (1) point for participation in an ad-hoc committee not listed in the above-recognized roles and/or other department participation deemed appropriate. The candidate must apply for these points in writing to the Fire Chief explaining the nature of the activity and the value to the department for such participation. The Fire Chief's decision on whether to award points for ad-hoc committee work or other department participation deeded appropriate is final and not subject to the grievance process provided that such decisions are made based upon uniform applied criteria.

*Paramedic preceptor must be on the list established by the Bureau Chief of EMS to receive one point. If the preceptor is assigned a student during the term, one additional point will be awarded for a maximum of two (2) points

A maximum of twenty (20) points are available for this merit component.

Merit Component 4 - Boards
Candidates shall be eligible to receive ten (10) points for serving (either full or partial term) on any of the following boards.

The Boards are as follows:

- Foreign Fire Tax Board
- Pension Board
- Department Wellness Committees (Wellness/Fitness, Safety, Cancer)
- Union Executive Board
- Union Steward

A maximum of twenty (20) points are available for this merit component.

Merit Component 5 - Professional Certifications

Promotional candidates shall be eligible to receive two (2) points for each certificate obtained from the following qualifying agencies: IFSI, OSFM, Illinois Fire Chiefs, FEMA, NFA, and Emergency Rescue Diver. In addition, one (1) point will be awarded for each for each class, seminar, training session attended that is not sanctioned by one of the above agencies, provided the member obtained a certificate of attendance or completion. Credit will only be given for one certification for the same class (no double dipping). Credit will not be given for any class that is a prerequisite to take the promotional exam.

A maximum of thirty-five (35) points are available for this merit component.

Promotibility Rating Points. The promotibility rating points shall be awarded in accordance with the procedures described in Appendix F. The Union may also provide a monitor for the scoring process, as described in Appendix F.

Assessment Center. The Assessment Center shall include the use of multiple assessment techniques and tactical exercises. The Assessment Center shall be conducted by an independent vendor who shall use a panel of fire officers in the rank of Captain or above from other Illinois public sector jurisdictions to conduct the Assessment Center, provided that all members of said panel meet the certification or provisional certification requirements of the Fire Department Promotion Act as amended. Compliance with the Act shall be presumed when the panels of assessors conducting the assessments are obtained as follows:

1) At least thirty (30) days prior to the date the assessment component is to be conducted, the vendor shall provide the parties with a panel of assessors who shall be qualified as Certified Assessors as provided by §50(f) and (g) of the FDPA as amended (SB 2070) and listed on rosters established by the Office of the State Fire Marshall ("the Office").

2) Such panel shall consist of not less than 2½ times the number of assessors required to conduct the test.

3) The parties shall then select 1½ times the number of assessors required to conduct the test according to the following procedure:

    a) They shall alternatively strike names from the list provided by the vendor until only the numbers of required assessors remain.
    b) A coin toss shall determine which party strikes the first name.
    c) The parties shall designate one-third (⅓) of the assessors selected as alternates to the primary assessors by agreement, or absent agreement by using the same alternate striking procedure described in paragraphs (a) and (b).
    d) If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors.
    e) In the event an assessor is not able to participate in the Assessment Center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the vendor.

Written Examination. The City will post a reading list of the study materials for the written examination, which shall include study/reference material for all major areas contained in the written exam. Prior to such posting, the list shall be developed by the Union / City's book committee, at least 15 months prior to the written exam. The procedure for book selection and a process for committee

selection will be established in cooperation with Labor and Management and included in the Collective Bargaining Agreement as Appendix G. This study material shall be posted in each fire station.

The written exam shall be conducted by a qualified outside vendor selected by the BOFPC. The written exams shall be scored on the same day the exam is administered, and applicants will then be given the opportunity to review their scores and/or challenge questions, provided that the BOFPC or the BOFPC's designee shall make the final determination. The name of any applicant for promotion who does not attain a minimum passing score of seventy percent (70%) on the written exam shall not be entered on the preliminary or final promotion list.

The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations will not be utilized during the promotional testing process.

Section 25.6 Scoring of Components and Posting of Preliminary Promotion List.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total possible score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. This shall be the preliminary promotion list.

Once the preliminary promotion list is posted, if a candidate wishes to receive points for being a military veteran, such employee must affirmatively so request in writing to the BOFPC within ten (10) calendar days of the posting of such list. The determination of whether an employee is eligible for points as a veteran shall be based on the provisions of the Illinois Municipal Code, 65 ILCS Sections 5/10-2.1-10-12. Candidates who are otherwise qualified and timely request credit for prior military service of at least one year of active military service shall be granted veteran's preference points of 7/10 of one point for each six (6) months or fraction thereof of military or naval service not exceeding thirty (30) months. No person shall receive the preference for a promotional appointment after he/she has received one promotion from an eligibility list on which he/she was allowed such preference, *i.e.*, points for being a veteran can only be used once for promotional purposes.

The scores for each component of the promotional process shall be posted as soon as practicable after the component is completed, and before the next component is administered, in the official Fire Department Correspondence and on a bulletin board at each fire station. After all components of the promotional process have been completed and any veteran's preference points added, the scores for all components for each candidate who completed all components shall be tallied, a final promotion list shall be prepared by the BOFPC. The final promotion list shall be posted on the bulletin board at each fire station and in the official Fire Department Correspondence, listing in rank order from highest to lowest the scores of all candidates whose scores for all components of the promotional process.

Section 25.7 Order of Selection.

When there is a vacant or newly created position in the rank of Lieutenant or Captain that the City has funded and authorized to be filled, the BOFPC shall appoint to that position the person with the highest ranking on the final promotional list for that rank, except that the BOFPC, upon recommendation of the Fire Chief, shall have the right to pass over that person and appoint the next highest ranked person on the list if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the Fire Chief shall document his reasons for his decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to

resolution in accordance with the provisions of the grievance and arbitration procedure set forth in Article VII of this Agreement; provided, however, any such grievance must be filed within three (3) calendar days of the date the employee is advised, in writing, of the Fire Chief's reason for passing him/her over.

Any candidate may refuse a promotion once without losing his or her position on the final promotional list. Any candidate who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

Section 25.8 Duration of Final Promotion List.

A final promotion list developed pursuant to this Article, shall be effective for a period of three (3) years from the date of its posting. Integrated lists shall not be utilized. The City shall take all reasonable steps to ensure that the BOFPC maintains in effect current eligibility lists so that promotional vacancies that the City Council has funded and authorized to be filled are filled not later than forty-five (45) days after the occurrence of the vacancy.

Section 25.9 Right of Review.

Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or application of veteran's preference points may file a grievance at Step 2 in accordance with the provisions of the grievance and arbitration procedure set forth in Article VII of this Agreement, subject to the following provisions:

- Any such grievance must be filed within seven (7) calendar days of the date the final promotion list is posted.
- The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the promotional process.
- The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the promotion process, other than the accuracy of the computations of the point's award.

If a timely grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant or acting Captain, whichever is applicable.

ARTICLE XXVI - DRUG AND ALCOHOL TESTING

Section 26.1 Policy Statement.

The use of illegal drugs, the abuse of legal drugs, and the abuse of alcohol by members of the Naperville Fire Department present unacceptable risks to the safety and welfare of employees and the public. It is the policy of the City of Naperville, and the Union agrees, that the public has the right to expect persons employed by the City to be free from the effects of drugs and alcohol while on duty.

Section 26.2 Voluntary Requests for Assistance.

The City shall take no adverse employment action against an employee for voluntarily seeking treatment, counseling or other support for an alcohol or drug related problem, provided such request is made before an employee is directed to submit to a drug and/or alcohol test under this Agreement or has been charged or cited for an alcohol or drug-related incident. The City may reassign the employee 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 employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the City, through whatever means,

shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

If an employee voluntarily requests such assistance with an alcohol or drug related problem, as described above, the employee will be permitted to return to regular work duties only after successful completion of a return to work medical examination, including testing negative for alcohol and drugs. The employee shall also be subject to random testing for drugs and alcohol for 12 months following their successful return to work.

Employees may request assistance pursuant to this Section not more than once within any three (3) year period, nor more than twice within any ten (10) year period.

Section 26.3 Prohibitions.

Employees are prohibited from:

- Consuming or possessing alcohol at any time during the workday, anywhere on any City premises or job site, while engaged in City business;
- Possessing, selling, purchasing, delivering, or consuming any illegal drug at any time;
- Being under the influence of alcohol or illegal drugs during the course of the work day;
- Failing to report to their supervisor any known side effects of over the counter medication or prescription drugs, which they are taking which may adversely affect their job performance; or
- The use, while on duty, of any drug which is legal, in the absence of a required medical prescription, in excess of a prescribed dosage, or in a manner inconsistent with physician approval, to the extent that such usage causes impairment.

Section 26.4 Drug and Alcohol Test Criteria.

When the City has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs or is impaired by legal drug use, or any combination thereof, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The determination to test shall be made by a supervisor, in consultation with a Chief Officer, based on any or all of the following:

- Specific observations of use or possession.
- Physical symptoms of being under the influence or the withdrawal effects of illegal drugs or alcohol.
- Patterns of abnormal or erratic behavior concerning an employee's appearance, conduct, speech, behavior, or body odors.
- Being found guilty of a drug related offense on or off-duty.

An employee may also be required to submit to alcohol and/or drug testing for: a) any on duty vehicular accident which a driver/apparatus operator causes which significantly damages equipment or property, or which results in a personal injury requiring emergency medical treatment away from the scene of the accident; or b) any personal injuries which an on duty employee causes to another person which requires emergency medical treatment away from the scene of the incident.

Section 26.5 Order to Submit to Testing.

Where an employee is ordered to submit for testing, the employee shall be permitted to contact a representative of the Union at the time of the order, however the testing process shall not be delayed to provide the assistance of a Union representative who is not immediately available. No employee shall be interrogated by the City without being accorded their rights under the Fireman's Disciplinary Act (50 ILCS 745/1 et seq.). No employee shall refuse to submit to alcohol or drug testing, or refuse to consent to the release of drug or alcohol test information to the City, or otherwise refuse to cooperate in the administration of drug or alcohol testing in accordance with this Agreement. An employee's

submission to drug or alcohol testing under this Section shall not be construed as a waiver of any objection or rights the employee may have.

Section 26.6 Tests To Be Conducted.

In conducting testing under this agreement, the City shall ensure the following:

- Any employee ordered to submit to drug testing will not be allowed to drive, but will be accompanied to the collection site by a supervisor and will not be allowed to return to work until the test results are known.

- The City reserves the right to test for alcohol if an employee tests positive for any illegal drugs or prescription drugs in excess of the prescribed dosage.
- Laboratories used for drug testing shall be certified in accordance with SAMHSA standards.

- All procedures at a blood or urine collection site will be conducted in accordance with adopted standards and procedures pursuant to 49 CFR Part 40 as amended from time to time. No urine collection shall be witnessed unless there is reasonable suspicion that the employee has or may attempt to tamper with the sample.

- A sufficient sample of urine or blood will be collected to allow for initial screening, a confirmatory test, and an adequate reserve for later testing if requested by the employee.

- Provide the employee 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 employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director within forty-eight (48) hours of receiving the results of the employee's independent tests.

- Urine testing will consist of an initial screening with an enzyme multiple immunoassay test (EMIT) and confirmatory testing shall be conducted with gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolite.

- 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 employee's interests.

- Provide each employee tested with a copy of all written information and reports received by the City in connection with the testing and results.

- Insure that no employee 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.

For purposes of this agreement "under the influence" of alcohol shall mean a blood alcohol level equal or exceeding .02 grams of alcohol per 100 milliliters of blood as determined by evidential breath testing (EBT). A drug test will be deemed positive if it indicates the presence of any illegal drug or any drug levels in excess of SAMHSA (Substance Abuse Mental Health Safety Administration).

Section 26.7 Right to Contest.

Nothing herein shall be construed as a waiver of the employee or the Union's right to file a grievance over alleged violations of this Article. Where disciplinary action is taken against an employee for violation of this Article, the employee will be entitled to an opportunity to explain or challenge the drug or alcohol test results during a meeting held in accordance with the grievance procedure of this Agreement, to the extent the employee files a grievance pertaining to such discipline. Such grievances shall commence at Step 2 of the procedure.

Section 26.8 Discipline.

An employee shall be subject to discipline up to and including discharge where the employee violates any of the prohibitions of Section 26.3. Provided, however, that in the first instance an employee tests positive for being under influence of alcohol or for abuse of prescription drugs while on duty, absent aggravating circumstances or other rule violations, the employee will be subject to discipline (but not dismissal), if the employee requests and completes treatment through the City's Employee Assistance Program (EAP) and:

- Enters into a "Last Chance Agreement" in a form approved by the City Attorney.
- Agrees to appropriate treatment as determined by the City physician.
- Completes the course of treatment prescribed, including an "after-care" group for a period of up to 12 months.
- Agrees to submit to random testing for alcohol and/or drugs during the rehabilitation period and for up to twelve (12) month period after the employee's return to work.

Employees 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 alcohol, or again violate any of the prohibitions in Section 26.3, shall be subject to discipline, including discharge.

Nothing in this Agreement shall be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing their duties or that such active status constitutes a direct threat to the health or safety of others. Such employees shall be afforded the opportunity to use all accrued sick leave, vacation while attending a treatment program, and will be granted FMLA leave (to the extent applicable) or an unpaid leave of absence to complete such program after exhausting such accrued paid time off. The City's obligation to pay for treatment for alcohol/substance abuse will be limited to services provided by the City's medical insurance plan.

ARTICLE XXVII - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board (except a City Board), agency (except a City Agency) or court of competent jurisdiction or by reason of any subsequently enacted State or Federal legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the prompt request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared invalid and unenforceable.

ARTICLE XXVIII - ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement

between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the City is considering changing during the term of this Agreement, provided the Union makes a timely and proper request to bargain over the change being considered by the City.

ARTICLE XXIX - DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred fifty (150) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date unless the parties mutually agree otherwise. 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 resolution of impasse procedures are continuing for a new agreement between the parties, except that Article XXV (Promotions) shall terminate as of April 30, 2016 unless otherwise mutually agreed by the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 2nd day of March, 2017.

(a) **City of Naperville**

Doug A. Krieger
City Manager

Pam Gallahue
City Clerk

(b) **Naperville Professional Firefighters Union,**

(c) **IAFF Local 4302**

Daniel Smith
President

Daniel Donahoe
1st Vice President

APPENDIX A

	5/1/16	1/1/17	1/1/18	1/1/19
	3.00%	2.25%	2.00%	2.00%
Firefighter - Shift				
	$90,537.25	$92,574.34	$94,425.82	$96,314.34
Firefighter - 40-hour @ 6% differential				
	$95,969.48	$98,128.80	$100,091.37	$102,093.20
Firefighter-Paramedic 40-hr. @ 6% diff.				
Step 1	$68,044.62	$69,575.63	$70,967.14	$72,386.48
Step 2	$74,368.62	$76,041.92	$77,562.76	$79,114.01
Step 3	$77,343.64	$79,083.87	$80,665.55	$82,278.86
Step 4	$81,210.50	$83,037.73	$84,698.49	$86,392.46
Step 5	$85,270.88	$87,189.47	$88,933.26	$90,711.93
Step 6	$89,534.54	$91,549.07	$93,380.05	$95,247.65
Step 7	$94,010.86	$96,126.10	$98,048.62	$100,009.60
Step 8	$98,711.73	$100,932.75	$102,951.40	$105,010.43
Firefighter-Paramedic - Shift				
Step 1	$64,193.04	$65,637.38	$66,950.13	$68,289.13
Step 2	$70,159.08	$71,737.66	$73,172.41	$74,635.86
Step 3	$72,965.69	$74,607.42	$76,099.57	$77,621.56
Step 4	$76,613.68	$78,337.48	$79,904.23	$81,502.32
Step 5	$80,444.23	$82,254.22	$83,899.31	$85,577.29
Step 6	$84,466.55	$86,367.05	$88,094.39	$89,856.28
Step 7	$88,689.49	$90,685.00	$92,498.70	$94,348.68
Step 8	$93,124.28	$95,219.57	$97,123.97	$99,066.44
Lieutenant 40-hr @ 6% diff.				
Step 1	$106,608.78	$109,007.48	$111,187.63	$113,411.38
Step 2	$109,807.08	$112,277.73	$114,523.29	$116,813.75
Step 3	$113,101.05	$115,645.82	$117,958.74	$120,317.91
Step 4	$117,499.12	$120,142.85	$122,545.71	$124,996.62
Lieutenant - Shift				
Step 1	$100,574.32	$102,837.24	$104,893.99	$106,991.87
Step 2	$103,591.58	$105,922.39	$108,040.84	$110,201.66
Step 3	$106,699.10	$109,099.83	$111,281.83	$113,507.46
Step 4	$110,848.23	$113,342.31	$115,609.16	$117,921.34
Captain 40-hr @ 6% diff.				
Step 1	$122,199.15	$124,948.63	$127,447.60	$129,996.55
Step 2	$124,112.59	$126,905.13	$129,443.23	$132,032.09
Step 3	$129,077.09	$131,981.33	$134,620.96	$137,313.37
Captain- Shift				
Step 1	$115,282.21	$117,876.06	$120,233.59	$122,638.26
Step 2	$117,087.35	$119,721.82	$122,116.25	$124,558.58
Step 3	$121,770.84	$124,510.69	$127,000.90	$129,540.92

APPENDIX B

City of Naperville BHMO B03195: Blue Cross and Blue Shield of Illinois

Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage Period: 01/01/2017 – 12/31/2017

Coverage for: ALL | Plan Type: HMO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.bcbsil.com or by calling 1-800-892-2803.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	$0	See the chart starting on page 2 for your costs for services this plan covers.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out–of–pocket limit on my expenses?	Yes. $1,500 Individual/$3,000 Family.	The out-of-pocketlimit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out–of–pocket limit?	Prescription copay, premiums, balanced-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocketlimit.
Does this plan use a network of providers?	Yes. Visit www.bcbsil.com or call 1-800-892-2803 for a list of Participating providers.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	Yes.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have the plan's permission before you see the specialist.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excludedservices.

Questions: Call 1-800-892-2803 or visit us at www.bcbsil.com.

Copayments are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.

Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is $1,000, your coinsurance payment of 20% would be $200. This may change if you haven't met your deductible.

The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the allowed amount is $1,000, you may have to pay the $500 difference. (This is called balancebilling.)

This plan may encourage you to use Participating providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 copay/visit	Not Covered	Services or supplies that are not ordered by your Primary Care Physician or Women's Principal Health Care Provider, except emergency, mental illness, and routine vision exams, are not covered.
	Specialist visit	$40 copay/visit	Not Covered	Referral required.
	Other practitioner office visit	$20 copay/visit	Not Covered	Referral required.
	Preventive care/screening/immunization	No Charge	Not Covered	---none---
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	Not Covered	Referral required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	Referral required.

Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com.	Generic drugs	$10 copay / prescription for up to a 34 day supply. $20 copay / prescription for up to a 90 day supply.	Not Covered	34 day retail / 90 day mail. Dispensing limit may apply to certain drugs. Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. $50 copay applies to self-injectable In-Network RX Out-of-Pocket Expense Limit: $2,500 Individual/ $5,000 Family Coverage based on group policy. Prior authorization may be required. Specialty drugs limited to a 30 day supply.
	Formulary brand drugs	$35 copay / prescription for up to a 34 day supply. $70 copay / prescription for up to a 90 day supply.	Not Covered	
	Non-Formulary brand drugs	$50 copay / prescription for up to a 34 day supply. $100 copay / prescription for up to a 90 day supply.	Not Covered	
	Specialty drugs	Covered	Not Covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	$150 copay/visit	Not Covered	Referral required.
	Physician/surgeon fees	No Charge	Not Covered	Referral required.
If you need immediate medical attention	Emergency room services	$150 copay/visit	$150 copay/visit	Copay waived if admitted.
	Emergency medical transportation	No Charge	No Charge	Ground transportation only.
	Urgent care	$40 copay/visit	Not Covered	Must be affiliated with member's chosen medical group or referral required.

Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you have a hospital stay	Facility fee (e.g., hospital room)	$250 copay/ admission	Not Covered	Referral required.
	Physician/surgeon fee	No Charge	Not Covered	Referral required.
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	$20 copay/visit	Not Covered	Unlimited visits. Referral required.
	Mental/Behavioral health inpatient services	$250 copay/ admission	Not Covered	Unlimited days. Referral required.
	Substance use disorder outpatient services	$20 copay/visit	Not Covered	Use a plan provider only. Referral required.
	Substance use disorder inpatient services	$250 copay/ admission	Not Covered	Unlimited days. Referral required.
If you are pregnant	Prenatal and postnatal care	$20 copay	Not Covered	Copay applies for the 1st prenatal visit only.
	Delivery and all inpatient services	$250 copay/ admission	Not Covered	---none---
If you need help recovering or have other special health needs	Home health care	No Charge	Not Covered	Referral required.
	Rehabilitation services	No Charge	Not Covered	60 treatments combined for all therapies. Referral required.
	Habilitation services	No Charge	Not Covered	
	Skilled nursing care	$250 copay/ admission	Not Covered	Excludes custodial care. Referral required.
	Durable medical equipment	No Charge	Not Covered	Referral required. Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice service	No Charge	Not Covered	Inpatient copay may apply. Referral required.

Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If your child needs dental or eye care	Eye exam	No Charge	Not Covered	Limited to 1 exam every 12 months at participating providers.
	Glasses	Covered	Not Covered	$75 material allowance every 24 months
	Dental check-up	Not Covered	Not Covered	---none---

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excludedservices.)

- Cosmetic Surgery
- Custodial Care
- Dental Care (Adult and Children)
- Hearing Aids
- Long Term Care
- Non-Emergency Care When Traveling Outside the U.S.
- Private Duty Nursing
- Routine Foot Care (with the exception of person with diagnosis of diabetes)

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Acupuncture
- Bariatric Surgery
- Chiropractic Care
- Infertility Treatment
- Most coverage provided outside the United States. See www.bcbsil.com.
- Routine Eye Care (Adult and Children)
- Weight Loss Programs (except when non-medically supervised)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-892-2803. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of Illinois at 1-800-892-2803 or visit www.bcbsil.com, or contact the U.S Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

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

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

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

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-892-2803.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- **Amount owed to providers:** $7,540
- **Plan pays** $6,840
- **Patient pays** $700

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	$7,540

Patient pays:

Deductibles	$0
Copays	$500
Coinsurance	$0
Limits or exclusions	$200
Total	$700

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** $5,400
- **Plan pays** $4,720
- **Patient pays** $680

Sample care costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	$5,400

Patient pays:

Deductibles	$0
Copays	$600
Coinsurance	$0
Limits or exclusions	$80
Total	$680

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

Costs don't include premiums.

Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. The patient's condition was not an excluded or preexisting condition.

All services and treatments started and ended in the same coverage period. There are no other medical expenses for any member covered under this plan. Out-of-pocket expenses are based only on treating the condition in the example.

The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-892-2803 or visit us at www.bcbsil.com.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-855-756-4448 to request a copy.

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.bcbsil.com or by calling 1-800-828-3116.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For In-Network $500 Person / $1,500 Family For Out-of-Network $1,000 Person / $3,000 Family	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	Yes. $150 deductible for In-Network hospital admission. $150 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
Is there an out–of–pocket limit on my expenses?	Yes. For In-Network $3,000 Person / $9,000 Family For Out-of-Network $6,000 Person / $18,000 Family	The out-of-pocketlimit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out–of–pocket limit?	Prescription copay, premiums, balanced-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocketlimit.
Does this plan use a network of providers?	Yes. Visit www.bcbsil.com or call 1-800-828-3116 for a list of In-Network providers.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excludedservices.

Copayments are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.

Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is $1,000, your coinsurance payment of 20% would be $200. This may change if you haven't met your deductible.

The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the allowed amount is $1,000, you may have to pay the $500 difference. (This is called balancebilling.)

This plan may encourage you to use In-Network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 copay/visit plus 10% coinsurance	$20 copay/visit plus 30% coinsurance	Copay applies to office visit only.
	Specialist visit	$40 copay/visit plus 10% coinsurance	$40 copay/visit plus 30% coinsurance	
	Other practitioner office visit	10% coinsurance	30% coinsurance	Chiropractic services are limited to 15 visits per calendar year.
	Preventive care/screening/immunization	No Charge	30% coinsurance	Deductible is waived for preventive care Out-of-Network.
If you have a test	Diagnostic test (x-ray, blood work)	$100 copay/visit 10% coinsurance	$100 copay/visit 30% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	$100 copay/visit 10% coinsurance	$100 copay/visit 30% coinsurance	---none---

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com 1-888-202-1654	Generic drugs	Retail - $10 copay Mail - $20 copay	Same as In-Network	Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. Up to 34 day retail / 90 day mail. In-Network RX Out-of-Pocket Expense Limit: $2,500 Individual $5,000 Family
	Formulary brand drugs	Retail - $35 copay Mail - $70 copay	Same as In-Network	
	Non-Formulary brand drugs	Retail - $50 copay Mail - $100 copay	Same as In-Network	
	Specialty drugs	Covered	Not Covered	Certain specialty medications must be obtained through the CVS/Caremark Specialty Pharmacy.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	$100 copay plus 10% coinsurance	$100 copay plus 30% coinsurance	---none---
	Physician/surgeon fees	10% coinsurance	30% coinsurance	---none---
If you need immediate medical attention	Emergency room services	10% coinsurance	10% coinsurance	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	---none---
	Urgent care	10% coinsurance	30% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	$150 inpatient deductible applies before coinsurance.
	Physician/surgeon fee	10% coinsurance	30% coinsurance	---none---

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	$20 copay/visit plus 10% coinsurance	$20 copay/visit plus 30% coinsurance	PCP copay applies to psychotherapy visit only.
	Mental/Behavioral health inpatient services	10% coinsurance	30% coinsurance	$150 inpatient deductible applies before coinsurance.
	Substance use disorder outpatient services	$20 copay/visit plus 10% coinsurance	$20 copay/visit plus 30% coinsurance	PCP copay applies to psychotherapy visit only.
	Substance use disorder inpatient services	10% coinsurance	30% coinsurance	$150 inpatient deductible applies before coinsurance.
If you are pregnant	Prenatal and postnatal care	$20 copay/visit plus 10% coinsurance	$20 copay/visit plus 30% coinsurance	Copay applies to first prenatal visit (per pregnancy).
	Delivery and all inpatient services	10% coinsurance	30% coinsurance	$150 inpatient deductible applies before coinsurance.
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	Limited to 40 visits per benefit period.
	Rehabilitation services	10% coinsurance	30% coinsurance	---none---
	Habilitation services	10% coinsurance	30% coinsurance	---none---
	Skilled nursing care	10% coinsurance	30% coinsurance	---none---
	Durable medical equipment	10% coinsurance	30% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice service	10% coinsurance	30% coinsurance	---none---
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	---none---
	Glasses	Not Covered	Not Covered	---none---
	Dental check-up	Not Covered	Not Covered	---none---

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excludedservices.)

Acupuncture	Dental Care (Adult and Children)	Routine Eye Care (Adult and Children)
Cosmetic Surgery	Long Term Care	Routine Foot Care (with the exception of person with diagnosis of diabetes)
		Weight Loss Program

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

Bariatric Surgery	Infertility Treatment	Non-Emergency Care When Traveling Outside the U.S.
Chiropractic Care	Most coverage provided outside the United States. See www.bcbsil.com	Private Duty Nursing (with the exception of inpatient private duty nursing)
Hearing Aids		

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-828-3116. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of Illinois at 1-800-828-3116 or visit www.bcbsil.com, or contact the U.S Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

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

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-828-3116.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-800-828-3116.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-828-3116.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

- **Amount owed to providers:** $7,540
- **Plan pays** $5,920
- **Patient pays** $1,620

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	$7,540

Patient pays:

Deductibles	$700
Copays	$20
Coinsurance	$700
Limits or exclusions	$200
Total	$1,620

- **Amount owed to providers:** $5,400
- **Plan pays** $4,120
- **Patient pays** $1,280

Sample care costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	$5,400

Patient pays:

Deductibles	$500
Copays	$600
Coinsurance	$100
Limits or exclusions	$80
Total	$1,280

Note: These examples are based on individual coverage only.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

Costs don't include premiums.

Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. The patient's condition was not an excluded or preexisting condition.

All services and treatments started and ended in the same coverage period. There are no other medical expenses for any member covered under this plan. Out-of-pocket expenses are based only on treating the condition in the example.

The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.bcbsil.com or by calling 1-800-327-8497.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	$1,000 Individual $2,000 Family	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	Yes. $300 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
Is there an out–of–pocket limit on my expenses?	Yes. For In-Network $3,000 Individual $6,000 Family For Out-of-Network $6,000 Individual $12,000 Family	The out-of-pocketlimit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out–of–pocket limit?	Premiums, balanced-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocketlimit.
Does this plan use a network of providers?	Yes. Visit www.bcbsil.com or call 1-800-327-8497 for a list of In-Network providers.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about excludedservices.

Copayments are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.

Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is $1,000, your coinsurance payment of 20% would be $200. This may change if you haven't met your deductible.

The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the allowed amount is $1,000, you may have to pay the $500 difference. (This is called balancebilling.)

This plan may encourage you to use In-Network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	---none---
	Specialist visit	20% coinsurance	40% coinsurance	---none---
	Other practitioner office visit	20% coinsurance	40% coinsurance	---none---
	Preventive care/screening/immunization	No Charge	40% coinsurance	Deductible is waived for preventive care Out-of-Network.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	---none---

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com 1-888-202-1654	Generic drugs	20% coinsurance retail and mail	Same as In-Network	Up to 34 day retail / 90 day mail. Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. Certain drugs require prior authorization and/or have limits on quantities that can be dispensed.
	Formulary brand drugs	20% coinsurance retail and mail	Same as In-Network	
	Non-Formulary brand drugs	20% coinsurance retail and mail	Same as In-Network	
	Specialty drugs	Covered	Not Covered	Certain specialty medications must be obtained through the CVS/Caremark Specialty Pharmacy.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fees	20% coinsurance	40% coinsurance	---none---
If you need immediate medical attention	Emergency room services	20% coinsurance	20% coinsurance	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	---none---
	Urgent care	20% coinsurance	40% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
	Physician/surgeon fee	20% coinsurance	40% coinsurance	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	---none---
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	---none---
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Limited to 40 visits per benefit period.
	Rehabilitation services	20% coinsurance	40% coinsurance	---none---
	Habilitation services	20% coinsurance	40% coinsurance	---none---
	Skilled nursing care	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
	Durable medical equipment	20% coinsurance	40% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice service	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	---none---
	Glasses	Not Covered	Not Covered	---none---
	Dental check-up	Not Covered	Not Covered	---none---

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excludedservices.)

Acupuncture

Cosmetic Surgery

Dental Care (Adult and Children)

Long Term Care

Routine Eye Care (Adult and Children)

Routine Foot Care (with the exception of person with diagnosis of diabetes)

Weight Loss Program

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)		
Bariatric Surgery Chiropractic Care Hearing Aids	Infertility Treatment Most coverage provided outside the United States. See www.bcbsil.com	Non-Emergency Care When Traveling Outside the U.S. Private Duty Nursing (with the exception of inpatient private duty nursing)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-327-8497. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of Illinois at 1-800-327-8497 or visit www.bcbsil.com, or contact the U.S Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-327-8497.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-327-8497.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-800-327-8497.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-327-8497.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

- **Amount owed to providers:** $7,540
- **Plan pays** $5,140
- **Patient pays** $2,400

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	$7,540

Patient pays:

Deductibles	$1,000
Copays	$0
Coinsurance	$1,200
Limits or exclusions	$200
Total	$2,400

- **Amount owed to providers:** $5,400
- **Plan pays** $3,420
- **Patient pays** $1,980

Sample care costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	$5,400

Patient pays:

Deductibles	$1,000
Copays	$0
Coinsurance	$900
Limits or exclusions	$80
Total	$1,980

Note: These examples are based on individual coverage only.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

Costs don't include premiums.

Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. The patient's condition was not an excluded or preexisting condition.

All services and treatments started and ended in the same coverage period. There are no other medical expenses for any member covered under this plan. Out-of-pocket expenses are based only on treating the condition in the example.

The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.bcbsil.com or by calling 1-800-541-2763.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	$2,500 Individual $5,000 Family	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	Yes. $300 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
Is there an out–of–pocket limit on my expenses?	Yes. $5,000 Individual $10,000 Family	The out-of-pocketlimit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out–of–pocket limit?	Premiums, balanced-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocketlimit.
Does this plan use a network of providers?	Yes. Visit www.bcbsil.com or call 1-800-541-2763 for a list of In-Network providers.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excludedservices.

Copayments are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.

Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is $1,000, your coinsurance payment of 20% would be $200. This may change if you haven't met your deductible.

The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the allowed amount is $1,000, you may have to pay the $500 difference. (This is called balancebilling.)

This plan may encourage you to use In-Network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	---none---
	Specialist visit	20% coinsurance	40% coinsurance	---none---
	Other practitioner office visit	20% coinsurance	40% coinsurance	---none---
	Preventive care/screening/immunization	No Charge	40% coinsurance	Deductible is waived for preventive care Out-of-Network.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	---none---

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com 1-888-202-1654	Generic drugs	20% coinsurance retail and mail	Same as In-Network	Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. Up to 34 day retail / 90 day mail.
	Formulary brand drugs	20% coinsurance retail and mail	Same as In-Network	
	Non-Formulary brand drugs	20% coinsurance retail and mail	Same as In-Network	
	Specialty drugs	Covered	Not Covered	Certain specialty medications must be obtained through CVS/Caremark Specialty Pharmacy
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fees	20% coinsurance	40% coinsurance	---none---
If you need immediate medical attention	Emergency room services	20% coinsurance	20% coinsurance	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	---none---
	Urgent care	20% coinsurance	40% coinsurance	---none---

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
	Physician/surgeon fee	20% coinsurance	40% coinsurance	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	---none---
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	---none---
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Limited to 40 visits per benefit period.
	Rehabilitation services	20% coinsurance	40% coinsurance	---none---
	Habilitation services	20% coinsurance	40% coinsurance	---none---
	Skilled nursing care	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
	Durable medical equipment	20% coinsurance	40% coinsurance	Benefits are limited to items used to serve a medical purpose. DME benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice service	20% coinsurance	40% coinsurance	$300 deductible per admission for Out-of-Network providers.
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	---none---
	Glasses	Not Covered	Not Covered	---none---
	Dental check-up	Not Covered	Not Covered	---none---

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excludedservices.)

Acupuncture	Dental Care (Adult and Children)	Routine Eye Care (Adult and Children)
Cosmetic Surgery	Long Term Care	Routine Foot Care (with the exception of person with diagnosis of diabetes)
		Weight Loss Program

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

Bariatric Surgery	Infertility Treatment	Non-Emergency Care When Traveling Outside the U.S.
Chiropractic Care	Most coverage provided outside the United States. See www.bcbsil.com	Private Duty Nursing (with the exception of inpatient private duty nursing)
Hearing Aids		

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-541-2763. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of Illinois at 1-800-541-2673 or visit www.bcbsil.com, or contact the U.S Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-541-2763.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-541-2763.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-800-541-2763.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-541-2763.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

- **Amount owed to providers:** $7,540
- **Plan pays** $3,340
- **Patient pays** $4,200

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	$7,540

Patient pays:

Deductibles	$3,000
Copays	$0
Coinsurance	$1,000
Limits or exclusions	$200
Total	$4,200

- **Amount owed to providers:** $5,400
- **Plan pays** $1,720
- **Patient pays** $3,680

Sample care costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	$5,400

Patient pays:

Deductibles	$3,000
Copays	$0
Coinsurance	$600
Limits or exclusions	$80
Total	$3,680

Note: These examples are based on individual coverage only.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

Costs don't include premiums.

Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. The patient's condition was not an excluded or preexisting condition.

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What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

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Does the Coverage Example predict my future expenses?

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Can I use Coverage Examples to compare plans?

Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

DELTA DENTAL

Dental Benefit Highlight Sheet

City of Naperville, Group #11408

Delta Dental of Illinois is pleased to be your dental benefits carrier. Your group plan offers you the dental benefits program: Delta Dental PPO *Plus* Delta Dental Premier.

Delta Dental PPO Plus Premier

On the reverse side of this sheet is a summary of your plan coverage. Please also see the enclosed sheet, "How You Can Save with a Delta Dental Network Dentist," which provides an example of your out-of-pockets costs with network dentists and a non-network dentist.

With Delta Dental PPO Plus Premier:

- You can go to any licensed general or specialty dentist.
- **You will maximize your benefits by receiving care from a Delta Dental PPO or Delta Dental Premier network dentist.**
- Delta Dental's network dentists have agreed to reduced fees as payment in full, which means you will likely save money by going to a Delta Dental PPO or Delta Dental Premier network dentist. Non-network dentists have not agreed to accept our reduced fees as payment in full, which means they may bill you for any charges over our allowed fees.
- You are charged only the patient's share** at the time of treatment. Delta Dental pays its portion directly to network dentists.

Finding a Dentist

Visit our web site at www.deltadentalil.com and click on Provider Search. Please see the enclosed "How to Find a Network Dentist" sheet for more details.

Example of Your Copayment with Delta Dental Network Dentists and Non-Network Dentists

- Delta Dental PPO: Lowest out-of-pocket costs and network protection.
- Delta Dental Premier: Higher out-of-pocket costs than PPO, but may be lower than non-network and network protection.
- Non-network: You may have the highest out-of-pocket costs.

Delta Dental PPO Plus Premier Plan Features

Your Delta Dental PPO Plus Premier plan includes the following features:

- **ToGo**SM, a feature that allows you to carryover qualified unused portions of your annual maximum to the next year.
- **Enhanced Benefit Program** offers additional coverage for individuals who have specific health conditions (including pregnancy, diabetes, high-risk cardiac conditions, and suppressed immune systems) that can be positively affected by additional oral health care.

Customer Service

The enclosed Member Connection sheet explains how to register on Delta Dental of Illinois' website, www.deltadentalil.com. Once registered, you can **get real time benefit information, check claim status, sign up for electronic Explanation of Benefits and print a temporary ID card.**

Call 1-800-323-1743 to access our automated phone system or speak to a customer service representative from 7 am to 7 pm Monday through Thursday and 7 am to 6 pm Friday, Central Time. Our automated phone system is available 24 hours a day, seven days a week, and offers dentist listings and claim information.

You can also connect with us through our mobile app, Facebook, Twitter, our blog and more.

Learn More

You can learn more about your Delta Dental of Illinois dental plan by reading the information included in your enrollment kit.

***The information on the reverse side of this sheet is a brief summary of your dental plan and the services it covers. There are some limitations on the expenses for which your dental plan pays If you have specific questions regarding benefit coverage, limitations, exclusions, or non-covered services, please refer to your certificate of coverage/dental benefit booklet or contact Delta Dental of Illinois.

**Patient's share is the coinsurance/copayment, any remaining deductible any amount over the annual maximum and any services your plan does not cover.

Note: Delta Dental imposes no restrictions on the method of diagnosis or treatment by a treating dentist. A benefit determination relates only to the level of payment that your group dental plan is required to make.

DELTA DENTAL

Dental Benefit Highlight Sheet

City of Naperville, Group #11408

Annual Deductible (applies to Basic and Major Services Only)	**$50/person; $150/family**
Annual Maximum	**$2,000/person (when using a PPO dentist); $1,500/person (when using a Premier dentist) $1,000/person (when using a non-network dentist)**
ToGo℠ Carryover Feature	**Your plan allows you and your covered dependents to carry over qualified unused portions of your annual maximum from one year to the next.**
Enhanced Benefits Program	**Your plan provides additional cleanings and/or applications of topical fluoride to people with specific health conditions that put them at risk for oral health disease. The costs of the additional cleanings and fluoride treatments will be applied to your annual maximum.**
Lifetime Orthodontic Maximum	**$2,000/person (when using a PPO dentist) $1,500/person (when using a Premier dentist) $1,000/person (when using a non-network dentist)**

	Delta Dental PPO Network Dentist	Delta Dental Premier® Network Dentist	Non-Network Dentist
PREVENTIVE/DIAGNOSTIC SERVICES • Routine exams (two per benefit year) • Cleanings (two per benefit year) • X-rays (bitewings – one per benefit year; full mouth - every three years) • Fluoride treatments (once per benefit year to age 19) • Space maintainers (to age 14) • Emergency exams & palliative (pain relief) treatment	**100%***	**100% ****	**100%*****
BASIC SERVICES • Fillings (silver (amalgam) and tooth colored (composite) on front teeth and posterior teeth • Sealants (to age 16) • Periodontics • Oral surgery • Endodontics • General anesthesia and IV sedation (in conjunction with oral surgery) • Pin retention	**90%***	**80%****	**80%*****
MAJOR RESTORATIVE SERVICES • Crowns, onlays, and other ceramic restorations to permanent teeth • Partial/full dentures • Denture (repair, reline, rebase and adjustments) • Repair or recementation of crowns, inlays/onlays and bridges • Fixed/removable bridges	**60%***	**50%****	**50%*****
ORTHODONTICS- dependents to age 26 and Adults Treatment necessary for proper alignment of teeth	**50%***	**50%****	**50%*****

***Delta Dental PPO dentists accept payment based on the lesser of the submitted fee (their usual fee) or Delta Dental's allowed PPO fee. PPO network dentists cannot charge you for costs exceeding the PPO fee.**
****Delta Dental Premier dentists accept payment based on the lesser of the submitted fee (their usual fee) or Delta Dental's maximum plan allowance. Premier dentists may not charge you for costs exceeding the maximum plan allowance.**
*****Non-network dentists (non-Delta Dental PPO/non-Delta Dental Premier) do not agree to accept Delta Dental's allowed fees as payment in full; payment is based on the lesser of the submitted fee (their usual fee) or the 95th percentile of Delta Dental's maximum plan allowance. These dentists can charge you for costs exceeding the maximum plan allowance.**

APPENDIX C

Insurance Premium Monthly Maximum.

	1/1/2017 (Actual)	1/1/18	1/1/19
PPO Traditional			
Employee	$129.68	$142.64	$156.91
Employee + Spouse	$272.01	$299.21	$329.13
Employee + Child(ren)	$268.30	$295.13	$324.64
Employee + Spouse + Child(ren)	$411.76	$452.94	$498.23
HMO Blue Advantage			
Employee	$115.83	$127.42	$140.16
Employee + Spouse	$229.17	$252.08	$277.29
Employee + Child(ren)	$220.72	$242.79	$267.07
Employee + Spouse + Child(ren)	$345.64	$380.21	$418.23
PPO Plan – CDHP with HCA			
Employee	$97.28	$107.01	$117.71
Employee + Spouse	$204.80	$225.28	$247.81
Employee + Child(ren)	$197.84	$217.63	$239.39
Employee + Spouse + Child(ren)	$306.41	$337.05	$370.76
PPO Plan – HDHP with HSA			
Employee	$82.68	$90.95	$100.05
Employee + Spouse	$174.06	$191.47	$210.62
Employee + Child(ren)	$168.15	$184.97	$203.46
Employee + Spouse + Child(ren)	$260.42	$286.46	$315.11
Delta Dental			
Employee	$8.45	$9.29	10.22
Employee + One	$15.93	$17.53	$19.28
Employee + Family	$21.18	$23.30	$25.63

APPENDIX D

H.D.H.P, H.S.A

Plan	City's Contribution*	Employee's Contribution	Matching City Contribution**	Total Annual Contribution
Employee	$1250	$625	$625	$2500
Employee + Spouse	$2500	$1250	$1250	$5000
Employee + Child(ren)	$2500	$1250	$1250	$5000
Employee + Spouse + Child(ren)	$2800	$1400	$1400	$5600

*City contribution paid in two equal installments (January and July).
** Optional dollar for dollar match up to the amounts specified. City match will occur at the same time the employee contributes.

APPENDIX E

Fire Department Promotion Act

LOCAL GOVERNMENT

(50Â ILCSÂ 742/) Fire Department Promotion Act.

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in

effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion

process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act. (Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the

highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.
(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the

discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)
Sec. 35. Written examinations.
(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.
(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.
(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.
(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.
(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/40)
Sec. 40. Seniority points.
(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.
(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)
Sec. 45. Ascertained merit.
(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.
(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)
Sec. 50. Subjective evaluation.
(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.
(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.
(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.
(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.
(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.
(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that,

to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one-year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

(1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and

(2) submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office.

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be

calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)
Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)
Sec. 65. Violations.
(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.
(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)
Sec. 900. (Amendatory provisions; text omitted).
(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)
Sec. 999. Effective date. This Act takes effect upon becoming law.
(Source: P.A. 93-411, eff. 8-4-03.)

APPENDIX F
PROTOCOLS GOVERNING PROMOTABILITY COMPONENT

The Collective Bargaining Agreement between the City of Naperville and the Naperville Professional Firefighters Union, IAFF Local 4302 (Local 4302), has established the components and weight assigned to each component in the process for promotion to the ranks of Fire Lieutenant and Fire Captain. The Board of Fire and Police Commissioners (BOFPC) of the City of Naperville is the authority having responsibility to administer this process. One component of the promotions process is a Promotability Rating. This is determined to mean those aspects of job performance in the current rank that overlap into the next rank. Promotability also involves a fact – based projection based upon the similarity of duties between the rank now held and the rank sought. It is understood that acceptable performance in a category for the rank now held could be less than acceptable for the rank sought.

Promotability Rating - Procedure

Each candidate for promotion participating in the Promotions Process shall be rated using the attached Promotability Rating Form. See Appendix F-1 (Forms). Candidates for promotion shall be rated for the period of three years prior to February 1st of the year the exam is administered. The following Chief Officers, Captains, and Lieutenants, where applicable, shall be appointed by the Fire Chief as raters for this process:

- Candidate's supervising Officer(s)
- Shift Captains from the candidate's shift(s)
- EMS Bureau Chief
- Training Bureau Chief
- Deputy Fire Chief

Each candidate for promotion shall have the opportunity to submit a brief of their qualifications for promotion to the rank sought. This document shall be no more than two pages in length, written in Microsoft Word, Times New Roman 12pt. Font, and shall not be embellished with artwork. This document shall be submitted to the Deputy Chief-s (or the named Facilitator). The deadline for submission of the candidate qualifications brief shall be no later than 7 calendar days after the posting of Ascertained Merit scores. The Deputy Chief-s (or the named Facilitator) shall forward copies of the candidate brief to all appointed raters along with the rating forms.

Evaluators shall complete the Promotability Rating form for each candidate being rated. The evaluator will assign a numerical rating of 1, 2, 3, or 4 for each criteria listed on the rating form by placing an "X" in the appropriate box. For criteria scores of 1 or 4, justification and/or comments are required to be submitted by the evaluator to justify the rating. Upon completion of the rating form, the evaluator shall sign, date, and return the form to the Assistant Fire Chief-s (or the named Facilitator), who will serve as the facilitator for this process.

Rating Criteria Key

The following shall define the numerical rating scores. A score of 1 or 4 must include justification and/or comments in the appropriate section of the criteria rated.

1 = Does not or seldom meets minimum standards

2 = Generally meets minimum standards

3 = Meets and generally exceeds minimum standards

4 = Consistently exceeds minimum standards

Rating Formula for Component Final Score

- All rater scores for each candidate shall be added together and then averaged by the number of raters for each candidate.
- The final average score shall be multiplied by the weight of the Promotability Rating Component in the Collective Bargaining Agreement to determine the candidate's final score.

Example:

Candidate John Doe receives the following scores from the raters.

• Shift Captain A:	86
• Shift Lieutenant A:	90
• Shift Captain B:	77
• Shift Captain C:	80
• EMS Bureau Chief:	86
• Training Bureau Chief:	88
• Deputy Chief Operations:	87
Total Scores:	594

Divided by 7 raters
To determine average
Score: **84.86 points**

Average score multiplied
By component weight of
.10 equals Final Score for
Promotability **8.4857 points**

Presence of Union monitor

The Union may provide a monitor to oversee the scoring process (i.e.: the tabulation of the total scores and average scores). The Union monitor shall be a person holding the rank of company officer or higher, from outside the Naperville Fire Department, but from within the Chicago Metro area. It is understood however; the tabulation process shall not be delayed by the unavailability of the Union monitor.

Candidate Feedback

Candidates participating in the promotional process may submit a written request for feedback (i.e.: all copies of his/her actual scoring sheets from each of the appointed raters) to the Administrative Assistant of the BOFPC. This request must be received by the BOFPC no later than two weeks after the posting date of the Promotability Rating Scores as stipulated in the Collective Bargaining Agreement. The documentation of the scoring sheets shall be maintained for the duration of the promotional list. Thereafter they will be destroyed.

APPENDIX F-1

Naperville Fire Department
Promotability Rating Score Sheet

Promotability Rating - Procedure

Evaluators shall complete the Promotability Rating form for each candidate being rated. The evaluator will assign a numerical rating of 1, 2, 3, or 4 for each criteria listed on the rating form by placing an "X" in the appropriate box. For criteria scores of 1 or 4, justification and/or comments are required to be submitted by the evaluator to justify the rating. Upon completion of the rating form, the evaluator shall sign, date, and return the form to the Assistant Fire Chief-Support Services, who will serve as the facilitator for this process.

Rating Key for Criteria

The following shall define the numerical rating scores. Remember that a score of 1 or 4 must include justification and/or comments in the appropriate section of the criteria rated.

1 = Does not or seldom meets minimum standards

2 = Generally meets minimum standards

3 = Meets and generally exceeds minimum standards

4 = Consistently exceeds minimum standards

Candidate Feedback

Candidates participating in the promotional process may submit a written request for feedback to the Administrative Assistant of the Board of Fire and Police Commissioners (BOFPC). This request must be received by the BOFPC no later than two weeks after the posting date of the Promotability Rating Scores as stipulated in the Collective Bargaining Agreement. The documentation of the scoring sheets shall be maintained for the duration of the promotional list. Thereafter they will be destroyed.

Confidential

Naperville Fire Department
Promotability Rating Score Sheet

Promotional exam for:
Lieutenant _____
Captain _____

Candidate name, rank, Employee number (printed): _____

Evaluator name, rank, employee number (printed): _____

Rating Criteria	1	2	3	4	Justification Comments
Collects and analyzes information before formulating a decision.	☐	☐	☐	☐	
Makes a sound decision, appropriate for a given situation.	☐	☐	☐	☐	
Makes decisions that are consistent with rules and regulations of the City and the Fire Department.	☐	☐	☐	☐	
Looks for solutions rather than focusing on problems.	☐	☐	☐	☐	

Confidential Page 1

Naperville Fire Department
Promotability Rating Score Sheet

Promotional exam for:
Lieutenant _____
Captain _____

Candidate name, rank, Employee number (printed): _____

Evaluator name, rank, employee number (printed): _____

Rating Criteria	1	2	3	4	Justification Comments
Demonstrates leadership capability by the willingness to uphold convictions and makes unpopular decisions when necessary.	☐	☐	☐	☐	
Leads by example.	☐	☐	☐	☐	
Willing and able to stand behind a decision and justify the reasons for making the decision.	☐	☐	☐	☐	
Effectively coordinates personnel and resources during emergency incidents within the realm of their responsibilities.	☐	☐	☐	☐	

Confidential Page 2

Naperville Fire Department
Promotability Rating Score Sheet

Promotional exam for:
Lieutenant _____
Captain _____

Candidate name, rank, Employee number (printed): _____

Evaluator name, rank, employee number (printed): _____

Rating Criteria	1	2	3	4	Justification Comments
Demonstrates a commitment / desire to resolve employee concerns.	☐	☐	☐	☐	
Demonstrates the ability to do what is ethically necessary.	☐	☐	☐	☐	
Consistently exhibits a positive attitude in a constantly changing work environment.	☐	☐	☐	☐	
Actively supports the goals and objectives of the City and the Fire Department.	☐	☐	☐	☐	

Confidential Page 3

Naperville Fire Department

Promotability Rating Score Sheet

Promotional exam for:
Lieutenant _____
Captain _____

Candidate name, rank, Employee number (printed): _____

Evaluator name, rank, employee number (printed): _____

Rating Criteria	1	2	3	4	Justification Comments
A self starter who knows what needs to be done and does not require close supervision.	☐	☐	☐	☐	
Willing to take on additional responsibilities.	☐	☐	☐	☐	
Can be counted on to complete daily tasks and projects timely and professionally.	☐	☐	☐	☐	
Ability to separate personal emotions from objective factors to make sound decisions.	☐	☐	☐	☐	

Confidential Page 4

Naperville Fire Department
Promotability Rating Score Sheet

Promotional exam for:
Lieutenant _____
Captain _____

Candidate name, rank, Employee number (printed): _____

Evaluator name, rank, employee number (printed): _____

Rating Criteria	1	2	3	4	Justification Comments
Demonstrates honesty and integrity in dealing with others. Builds trusting workplace relationships.	☐	☐	☐	☐	
Seeks self improvement by taking advantage of additional training and educational opportunities.	☐	☐	☐	☐	
Demonstrates the ability to resolve conflict by using effective resolution skills rather than forcing or avoiding a solution.	☐	☐	☐	☐	
Possesses comprehensive knowledge about all aspects of fire department emergency operations.	☐	☐	☐	☐	

Confidential Page 5

Naperville Fire Department
Promotability Rating Score Sheet

Promotional exam for:
Lieutenant _____
Captain _____

Candidate name, rank, Employee number (printed):

_____

Evaluator name, rank, employee number (printed):

_____

Rating Criteria	1	2	3	4	Justification Comments
Ability to function under stress in a calm and deliberate manner which inspires confidence.	☐	☐	☐	☐	
Demonstrates effective use of technology.	☐	☐	☐	☐	
Demonstrates effective writing skills. Reports are accurate and detailed.	☐	☐	☐	☐	
Demonstrates effective communication skills in emergency and non-emergency situations. Utilizes radio procedures effectively for a situation.	☐	☐	☐	☐	

Confidential Page 6

Naperville Fire Department

Promotability Rating Score Sheet

Promotional exam for:
Lieutenant _____
Captain _____

Candidate name, rank, Employee number (printed):

_____

Evaluator name, rank, employee number (printed):

_____

Rating Criteria	1	2	3	4	Justification Comments
Operates in a safety conscious manner and consistently applies safety policies and procedures.	☐	☐	☐	☐	

_____
Evaluator signature

_____
Date

****

Total Gross rating score: _____

_____
Facilitator signature

_____
Scoring Monitor signature

_____
Print Facilitator name, rank, employee number

_____
Print Scoring Monitor name

Confidential

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APPENDIX G

Book Selection Process for Promotional Exams

In accordance with this agreement, the Union and City agree to establish a book selection committee with the purpose of identifying and announcing the testable reading materials fifteen (15) months prior to the date of the written exam. The committee shall consist of two (2) Union members, appointed by the Union President. These members must, at a minimum, hold the rank being tested. In addition, the City may elect to have the following included in the committee:

- Fire Department facilitator (not taking the test)
- Human Resources representative
- 3rd Party provider representative (testing agency)
- Training Officer, Fire Chief, or other department officer

Prior to the 1st meeting, the testing agency shall furnish a complete listing of the books available to the committee members. At the 1st meeting, the books that are not eligible to be part of the testing process should be identified and struck from the list. A narrowed list of book selections shall be produced from the 1st meeting, and researched by the committee prior to the 2nd meeting. At the 2nd meeting, the reading material list for the test shall be selected by mutual agreement between the City and Union. If the committee cannot reach an agreement on the books to be used, the Union and City will flip a coin to see who goes first and then alternately strike books from the available materials. The following materials shall be considered part of the reading material list:

- The current Collective Bargaining Agreement
- The applicable sections (for the rank being tested) of the current Fire Department Manual, as decided by the committee

Additional materials may be selected as indicated below:

- Tactics/Strategy book
- Leadership book
- Miscellaneous book

APPENDIX H

The City shall not lay off any bargaining unit member during the term of this agreement. This no layoff agreement does not require the City to fill vacant positions that may occur through attrition and it expires on December 31, 2019.