

Illinois Labor Relations Board  
Contract #

**EXHIBIT A**

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

***The City of Naperville***

***and***

***The Illinois Fraternal Order of Police  
Labor Council/Naperville Detention Officers***

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May 1, 2016 – December 31, 2020

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## **PREAMBLE**

This Agreement entered into by the City of Naperville, Illinois (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Lodge", Union, or Labor Council) representing the Naperville Detention Officers (hereinafter referred to as "employees" or "officers"). The purpose of this Agreement is the promotion of harmonious relations between the Employer and the Lodge; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

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

## **ARTICLE 1 - RECOGNITION**

### **Section 1.1**

In accordance with the Illinois State Labor Relations Board's (ISLRB) Certification of Representation dated April 28, 2006, the Employer hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive collective bargaining representative for all persons employed full-time within the City of Naperville Police Department, in the title of Detention Officer, and excluding all other persons employed by the City of Naperville.

## **ARTICLE 2 - NON-DISCRIMINATION**

### **Section 2.1 - Discrimination Prohibited**

In the application and implementation of the terms of this Agreement, the Employer and the Lodge agree that neither will discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, membership or lack of membership in the Lodge, or mental and/or physical disability unrelated to the employee's ability to perform the essential functions of the detention officer job.

### **Section 2.2 - Union Non-Participation**

Disputes under Section 2.1 shall not be eligible for resolution through the arbitration procedure of this Agreement, but shall be processed through the appropriate judicial or administrative body.

### **Section 2.3 - Gender**

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

### **Section 2.4 - Officer**

The use of the term "officer" in this document is understood to refer to Detention Officer for convenience only.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **Section 3.1 – Management Rights**

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

- To plan, direct, control and determine the budget and all the operations, services and missions of the Police Department;
- To supervise and direct the working forces;
- To hire and promote officers;
- To establish the qualifications for employment and to employ Officers;
- To schedule and assign work;
- To examine officers;
- To establish specialty positions and to select and/or transfer personnel for such positions;
- To establish work and productivity standards, and from time to time, to change those standards;
- To assign overtime, to contract out for goods and services;
- To determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased;
- To determine whether services are to be provided by officers covered by this Agreement or by other employees or persons not covered by this Agreement;

- To make, alter and enforce reasonable rules, regulations, orders, policies and procedures;
- To evaluate Officers; to discipline, suspend and discharge non-probationary Officers for just cause (probationary Officers without cause);
- To change or eliminate existing methods, equipment or facilities or introduce new ones;
- To establish and modify standards and/or criteria for officers training education and assign officers to training and education;
- To determine work hours (shift hours); to change, combine or modify job duties; to determine internal investigation procedures;
- To take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the mayor or his authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes), which actions may include the suspension of the provisions of this Agreement provided that wage rates shall not be suspended and providing that all provisions of this Agreement shall be promptly removed once a civil emergency condition ceases to exist, and to carry out the missions of the City.

Inherent managerial functions, prerogatives and policy-making rights which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedures contained herein, provided, however, that the exercise of any of the above rights shall be subject to the Union's rights under the Illinois Public Labor Relations Act and shall not conflict with any of the express written provisions of this Agreement.

## ARTICLE 4 - NO STRIKE

### Section 4.1 - No Strike

During the term of this Agreement, neither the Lodge nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, picketing for or against the City of Naperville nor in a City of Naperville uniform or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all Employees who violate any of the provisions of this article may be discharged or otherwise disciplined by the City. Each

Employee who holds the position of officer or steward of the Lodge occupies a position of special trust and responsibility in attempting to bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Lodge agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

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

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

#### **Section 4.3 - Penalty**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 above is whether or not the employee actually engaged in such prohibited conduct. The failure to impose a penalty in any instance shall not be a waiver of such right in any other instance, nor shall it be considered a precedent.

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

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

### **ARTICLE 5 - DUES DEDUCTION AND FAIR SHARE**

#### **Section 5.1 - Dues Deduction**

Upon receipt of a written and signed authorization form from an employee (see **APPENDIX A**, attached hereto); the Employer shall deduct the amount of Labor Council dues and initiation fees, if any, set forth in such form and any authorization increase therein, and shall remit such deduction along with a list of the names and the amounts from whom deductions have been made each pay period to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, at least thirty (30) days prior to its effective date on an annual basis.

#### **Section 5.2 - Fair Share**

(a) Pursuant to Section 315/6 of Illinois Public Act 87-1005, the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 5.1 of this Article, or if the Labor Council otherwise demonstrates and verifies to the Employer that such majority of the members of said unit are dues paying members of the Labor Council at the time, non-Labor Council members employed in positions in the bargaining unit, who choose not to become members

within thirty (30) days after the day of their hire, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the Employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement.

(b) The employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 5.1 and 5.2 hereof and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Agreement shall require the Employer to make any withholding unless and until the Labor Council has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the Fair Share Fee to be withheld, both within sufficient time to permit the Employer to carry out its obligation to so withhold. The amount withheld shall not change until the Labor Council notifies the Employer that a different Fair Share amount should be collected and such notification shall occur on an annual basis.

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

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

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

(e) In the event any employee required involuntarily to make a Fair Share payment hereby disputes the amount withheld pursuant to the Article, said employee may, within thirty (30) calendar days from the date that said amount is first withheld, file a complaint with the Labor Council to that effect, listing the reasons for the dispute. Such complaint may be filed solely on the basis that the Fair Share payment amount includes expenses not permitted under Section 5.2 (d) above. The employee shall provide a copy thereof to the Employer and the Labor Council.

(f) The Labor Council shall consider said complaint in accordance with procedures established by it, and shall, within thirty (30) calendar days of the date of the complaint,

determine whether the required Fair Share payment amount includes any expenses not permitted by Section 5.2 (d) above. If the Fair Share payment amount includes un-permitted expenses, the Labor Council shall adjust the payment amount so as to exclude said un-permitted expenses, notifying the Employer thereof; and said revised amount shall thereafter become the amount withheld pursuant to this Article, by the Employer for all employees covered by this Agreement.

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

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

(i) The Labor Council shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Labor Council, and costs arising from or incurred as a result of any act taken or not taken by the Employer in complying with or carrying out the provisions for this Article.

## **ARTICLE 6 - EMPLOYEE SECURITY**

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

The employee's personnel files, disciplinary history and investigation files (except pending investigations) shall be available for inspection by the employee, or authorized Lodge representative who has written authorization from the employee, during business hours and upon reasonable notification of such request.

### **Section 6.2 - Rights to Copies and Rebuttals**

An Employee shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information which was provided with the specific request that it remain confidential.

In the event that an employee's file contains material which is adverse to the employee, then said employee shall have the right to have placed in the file a written rebuttal to the adverse material.

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

Exonerated: immediately

Unfounded: immediately

No conclusion: immediately

Verbal counseling/reprimand: after one (1) year

Sustained/written reprimand: after three (3) years

Sustained suspension: after five (5) years (unless an allegation involving excessive force, sexual harassment, discrimination, dishonesty in the performance of duty, or criminal conduct as referenced below).

Any information of an adverse employment nature which may be contained in any Exonerated, Unfounded, or No Conclusion file shall not be used against the officer in any future disciplinary proceeding. A sustained allegation of misconduct involving excessive force, sexual harassment, discrimination, dishonesty in the performance of duty, or criminal conduct may be used in future disciplinary proceedings to determine credibility, notice and the appropriate penalty. The Expungement Notice is attached hereto as **APPENDIX B**.

### **Section 6.3 - Grievance Processing**

Reasonable time while on duty, subject to the employer's need to staff the detention facility, shall be granted to a designated Lodge representative (a maximum of 2 representatives shall hold this designation) for the purpose of aiding, assisting or otherwise representing employees in the handling and processing of grievances, and shall be without loss of pay.

### **Section 6.4 - Lodge/Labor Council Representatives**

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

Leaves of absence without pay will be granted to the extent that there is no interference with City operations, to employees who are elected, delegated or appointed to attend conventions of the Fraternal Order of Police of the Labor Council and the annual Illinois Fraternal Order of Police Labor Council Annual Conference. Any request for such leave shall be submitted in writing by the Lodge thirty (30) days prior to the requested leave date to the employee's department director and shall be answered in writing, no later than five (5) days following the request. This leave shall be limited to one (1) person for three (3) days each (for State and Labor Council conventions) or, in alternate years, one (1) person for five (5) days each (for National and Labor Council conventions).

## ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 7.1 - Definitions

An "Internal Grievance" is defined as a dispute or difference of opinion raised by an Employee or the Lodge which pertains to the internal operations of the Police Department involving an alleged violation of an express provision of this Agreement including, but not limited to issues such as assignment of overtime or disciplinary matters.

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

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

### Section 7.2 - Procedure

A grievance filed against the Police Chief for an internal grievance, or against the City for a City/External Grievance, shall be processed as set forth in this article on the form attached hereto as **Appendix C** (herein after "Grievance Form").

Step 1: Any employee and/or Lodge representative who has a grievance shall submit the grievance in writing on the Grievance Form to the employee's immediate supervisor or designee, not to include a bargaining unit member, specifically indicating that the matter is a grievance under this Agreement. The grievance shall set forth a complete statement of facts, the provision(s) of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievance within seven (7) business days after the grievance is presented.

Step 2: (a) Internal Grievance Appeal: If an internal grievance is not settled at Step 1, and the employee or the Lodge, if a Lodge grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing on the Grievance Form to the employee's Division Commander within seven (7) business days of receipt of the response at Step 1. The Division Commander of the employee, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer, within seven (7) business days of receipt to discuss the grievance with the grievant and an authorized Lodge representative, if one is requested by the employee, at a time mutually agreeable to the parties. The

Division Commander shall provide a written summary of his response, or the resolution if one is agreed upon, within seven (7) business days following said meeting.

(b) City/External Grievance Appeal: If an external grievance is not settled at Step 1, and the employee or the Lodge, if a Lodge grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted to the Police Chief in writing on the Grievance Form set forth in **Appendix C** within seven (7) business days of receipt of the response at Step 1. The Police Chief, or designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days of receipt with the grievant and an authorized Lodge representative, if one is requested by the employee, at a time mutually agreeable to the parties. The Police Chief shall provide a written summary of his response, or the resolution if one is agreed upon, within seven (7) business days following said meeting.

Step 3:

(a) Internal Grievance Step 3 Appeal: If an internal grievance is not settled at Step 2 and the Lodge desires to appeal, the appeal shall be submitted in writing on the Grievance Form by the Lodge to the Police Chief within ten (10) business days of receipt of the decision of the Division Commander rendered at Step 2. The grievance appeal shall specifically state the basis upon which the grievant believes the grievance was improperly denied at Step 2. The Police Chief, or his designee, may investigate the grievance as he deems necessary and appropriate and shall offer to meet with a Lodge representative and the grievant to discuss the grievance within ten (10) business days of receipt of the Lodge's timely appeal. If no settlement of the grievance is reached, the Police Chief, or his designee, shall submit a written answer to the Lodge within ten (10) business days following the meeting. If the grievance is settled at this Step, the settlement will be reduced to writing.

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

### **Section 7.3 - Arbitration**

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

- 1) The City and the Lodge shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, pursuant to its Labor Arbitration Rules. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one arbitrator is selected.
- 2) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Lodge and City representatives.
- 3) The City and Lodge shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Lodge retain the right to employ legal counsel at their own cost.
- 4) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 5) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- 6) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Lodge; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

### **Section 7.4 - Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been violation, misinterpretation or misapplication of the specific provision of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievant as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised by the grievant. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of

the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the City, the Lodge and the employees covered by this Agreement.

**Section 7.5 - Time Limit for Filing**

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

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

**ARTICLE 8 - EMPLOYEE TESTING**

**Section 8.1 - Statement of Policy**

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

**Section 8.2 - Prohibitions**

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol or illegal drugs unless in accordance with duty requirements at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business;
- (b) Illegally selling, purchasing or delivering any illegal drug at any time or on the employer's premises unless in accordance with duty requirements;
- (c) Being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

- (e) Being under the effects of illegal drugs, non-prescription drugs and alcohol at the time they report for duty or during their workday.

### **Section 8.3 - Drug and Alcohol Testing Permitted**

When the City has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one (1) supervisory personnel, who is not a member of the bargaining unit represented by the Lodge must certify the reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of officers, except random testing of an individual officer as authorized in Section 8.8. The foregoing shall not limit the right of the City to conduct tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

### **Section 8.4 - Order to Submit to Testing**

At the time an officer is ordered to submit to testing authorized by this Agreement, the City shall provide the officer with a written notice of the order, setting forth the subjective facts (and reasonable inference drawn from those facts) which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the Labor Council within a reasonable time up to one hour of the time the order is given; as long as it does not interfere with the timely execution of the order. Refusal to submit to such testing may subject the Employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

### **Section 8.5 - Tests to be Conducted**

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

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by Substance Abuse and Mental Health Services Administration (SAMHSA); including Copley Medical Center and/or Edward Hospital; Central DuPage Hospital; Good Samaritan.
- (b) Insure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement, other than officers assigned to the O.P.S., shall be permitted at any time to become a part of such chain of custody;

- (d) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) Provide the Officer tested with an opportunity to have the additional sample tested within forty-eight (48) hours of the ordered test by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Human Resources Director within forty-eight (48) hours of receiving the results of the officer's independent tests;
- (h) Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the officer's interests;
- (i) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the City from attempting to show that test results below .02 demonstrate that the officer's ability to perform his duties was impaired, but the City shall bear the burden of proof in such cases.)
- (j) Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) Insure that no officer is the subject of any adverse employment action relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

### **Section 8.6 - Right to Contest**

The Lodge and/or the officer, with or without the Lodge, shall have the right to file a grievance concerning any testing permitted by this Article contesting the basis for the order to submit to the tests, the administration of the tests, the significance and accuracy of the tests, or results or any other alleged violation of this Article. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed that the parties in no way intend or have in any

manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Lodge.

### **Section 8.7 - Voluntary Requests for Assistance**

The City shall take no adverse employment action against an officer who prior to being ordered to submit to testing has informed the City that he needs to or has voluntarily sought treatment, counseling or other support for the first instance of an alcohol or drug related problem, other than the City may require the officer to take time off without pay if he is unfit for duty. The City shall make available through its Employee Assistance Program (EAP) a means by which the officer 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 officer's interests, except as described above.

### **Section 8.8 – Discipline**

In the first instance that an officer tests positive on both the initial and confirmatory test for illegal drugs, abuse of prescription drugs or is found to be under the influence of alcohol or whose ability to perform his duties are impaired, he shall be subject to discipline up to and including discharge. The Employer at its sole discretion may impose discipline short of discharge for the foregoing, and shall have the right to impose certain conditions upon the Officer's continued employment as follows:

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

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

The foregoing shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of an officer or whose continuance on active status would constitute a direct threat to the

property or safety of others. Such officer shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment.

The City and the Union agree that illegal drug use or possession by an officer is intolerable. As such, any challenge by an officer through arbitration to a charge that he has engaged in illegal drug use and/or possession shall be limited to the issue of whether the officer engaged in such use and/or possession. If it is found by the arbitrator that the officer engaged in illegal drug use and/or possession, the discipline issued by the Police Chief shall stand and cannot be challenged by the officer or overturned by the arbitrator.

## **ARTICLE 9 - BULLETIN BOARDS**

### **Section 9.1**

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

## **ARTICLE 10 - LAYOFF**

### **Section 10.1 - Layoff**

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in reverse Detention Officer Bargaining Unit seniority order.

Except in an emergency, no layoff will occur without at least thirty (30) calendar day's notification to the Lodge. The City agrees to consult the Lodge, upon request, and afford the Lodge an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

### **Section 10.2 - Recall**

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. However, officers recalled to duty shall be subject to a reasonable amount of retraining at the discretion of the Chief of Police.

Employees who are eligible for a recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Lodge, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation

and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure, and shall be eliminated for any subsequent failure to respond, provided the recall requests are over ninety (90) days apart.

## **ARTICLE 11 - LABOR-MANAGEMENT CONFERENCES**

### **Section 11.1**

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

- 1) discussion on the implementation and general administration of this Agreement;
- 2) a sharing of general information of interest to the parties;
- 3) safety issues.

### **Section 11.2**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings without the express written consent of each party.

### **Section 11.3**

Attendance at "labor-management conferences" shall be voluntary on the employee's part, and attendance by officers while on duty shall be considered time worked for compensation purposes. Employees attending "labor-management conferences" when off duty shall not be compensated for their time. Up to, two (2) people from each side may attend these meetings, dependent upon the staffing needs of the Employer.

## **ARTICLE 12 - SENIORITY AND INTRODUCTORY PERIOD**

### **Section 12.1 - Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous full-time length of service or employment as a Detention Officer covered by this Agreement from the date of last hire.

### **Section 12.2 - Vacation Scheduling**

Officers shall select the periods of their annual vacation on the basis of seniority as a Detention Officer of the Department. Vacation schedules may be adjusted to accommodate seasonal operation, significant revision in organization, work assignments or the number of personnel on staff.

### **Section 12.3 - Seniority List**

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

### **Section 12.4 - Termination of Seniority**

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

- 1) quits; or
- 2) is discharged for just cause; or
- 3) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- 4) accepts gainful employment while on an approved leave of absence from the Police Department, provided that with the prior consent of the City Manager seniority will not terminate; or
- 5) is absent for three (3) consecutive scheduled work days without proper notification or authorization, and without showing just cause for the failure to so report.

### **Section 12.5 - Seniority for Unpaid Authorized Leave**

Employees will not continue to accrue seniority credit for all time spent on an authorized unpaid leave of absence in excess of thirty (30) days.

## **Section 12.6 – Introductory Period**

Newly hired officers shall serve a one (1) year introductory period of employment and upon successful conclusion of this period shall immediately thereafter be credited with seniority from the date of hire into the officer position. Periods of paid or unpaid leave will extend the introductory period accordingly. During such introductory period, officers may be disciplined or discharged from employment by the Employer without having recourse to the Grievance and Arbitration Procedure in this Agreement.

## **ARTICLE 13 - LEAVES OF ABSENCE**

### **Section 13.1 - Funeral Leave**

When there is a death in the immediate family of an employee, said employee shall be granted three (3) days off, without loss of pay and without charge to accrued leave between the date of death and the date of the funeral or other memorial service, not to exceed thirty (30) days from the date of death. (A working day is defined as eight (8) hours for an employee who normally works forty (40) hours per week). Any additional time needed for funeral leave purposes shall be at the discretion of the employee's supervisor and shall be chargeable to accrued leave excluding sick leave.

The term "immediate family" is defined as spouse, mother, father, brother, sister, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, grandparents of a spouse, or other persons who have been members of the employee's household at the time of death (this list includes relationships of "step", "half" and "great").

### **Section 13.2 - Military Leave**

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

**Active Reservists:** Regular full-time employees who are members of a military reserve unit and called to active duty will be granted a military leave of absence for the period of time called to duty or any extension of active duty at the request of the Federal Government. During the term of leave, the employee will be paid any difference between the City of Naperville salary and military pay for up to one (1) year. In addition, all medical benefits will be continued for the dependents of reservists called to active duty, also for up to one (1) year. Upon return from

military leave, the Employee will not suffer any loss of seniority, status, salary increases and covered benefits.

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

### **Section 13.3 - Jury Duty Leave**

Any employee summoned for jury duty on his/her regular day of work shall be given time off to serve, regardless of the shift to which he/she is assigned. The City shall not deny an employee time off for jury duty because he/she is then assigned to work a night shift.

Employees called upon for jury duty will notify their supervisor (or designee) as soon as possible. At a minimum, the employee must provide a copy of his/her summons within 10 days of its date of issuance.

When adequate documentation is provided (i.e. a copy of notice/summons or other evidence of actual days served), time off with pay will be granted to the individual serving on jury duty. An employee's time served on jury duty will be considered time worked. Employees may keep any payment received for jury duty from the court.

## **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

### **Section 14.1 - Application of Article**

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

### **Section 14.2 - Normal Work Periods and Overtime Pay**

The normal work day shall be either eight or twelve hours per day. Any hours exceeding eight (8) in a day or forty (40) in a week will be paid at the rate of one-and-one-half (1½) times their regular rate of pay. Officers working on a twelve hour shift schedule shall be paid overtime for hours exceeding twelve (12) hours in a shift or eighty (80) hours in a two (2) week pay period. Overtime pay will be in fifteen (15) minute increments.

Officers assigned to work eight (8) hours shifts will be allowed to take a paid thirty (30) minute lunch break each day subject to availability and work requirements. Officers assigned to work twelve (12) hour shifts will be allowed to take a paid sixty (60) minute lunch break each day subject to availability and work requirements.

### **Section 14.3 - Callback**

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

### **Section 14.4 - Court Time**

Employees covered by the terms of this Agreement, who are required to appear in court, at a coroner's inquest or other similar proceeding while on their off-duty time, shall receive a minimum of two (2) hours pay at their overtime rate or actual time spent, whichever is greater. Travel time, irrespective of the time spent in court, will be paid at the rate of one (1) hour at the overtime rate for DuPage County and two (2) hours at the overtime rate for Will County.

### **Section 14.5 - Court Readiness Pay**

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

### **Section 14.6 - Bond Court Transports**

Any Detention Officer assigned to work the night shift may be given first bid in being one (1) of the officers to accompany a police officer which is required to transport prisoners if need be, to bond court in the morning. Nothing in this provision requires the City to award such bid.

### **Section 14.7 - Required Overtime**

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

Permanent shifts are selected by seniority prior to the beginning of the next calendar year.

**Section 14.8 - No Pyramiding**

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

**Section 14.9 - Changes in Normal Workweek and Workday**

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

**Section 14.10 - Switching of Shifts**

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

**Section 14.11 - Staffing Levels**

The Employer maintains the exclusive right to determine and modify staffing levels.

**ARTICLE 15 - HOLIDAYS**

**Section 15.1 - Holidays**

Twelve (12) paid holidays will be granted to employees:

- New Year's Day
- Memorial Day (last Monday in May)
- July 4
- Labor Day (first Monday in September)
- Veterans' Day
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Eve
- Christmas Day
- 3 Floating Holiday (Employee's day of choice)

Employees hired under the PTO 11time off plan are not entitled to floating holidays.

## **Section 15.2 - Payment in Lieu of Holidays**

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

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

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

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

## **ARTICLE 16 – SUBCONTRACTING**

### **Section 16.1**

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

## **ARTICLE 17 - UNIFORM AND ALLOWANCE**

### **Section 17.1**

The Employer agrees to purchase for employees all needed uniforms and equipment. The Employer shall decide the uniform requirements, which shall include a dual purpose ballistic/stab vest for each officer.

### **Section 17.2**

The Employer shall replace all worn or damaged uniforms and equipment as needed by the Officer. The Employer will repair or replace within reasonable limits an officer's glasses, contact lenses, prescription sun glasses or watch (\$150.00 limit) as the result of an officer's use

of reasonable force during normal course of duty, subject to the supervisor's verification and approval by the Chief of Police.

On May 1<sup>st</sup> of each year Officers shall receive an annual uniform maintenance allowance of nine hundred dollar (\$900.00).

## **ARTICLE 18 - SICK AND VACATION TIME**

### **Section 18.1**

The City's TOP policy attached hereto as **Appendix D** shall apply to all employees currently on TOP. All employees shall be entitled to earn up to sixty (60) hours of compensatory time under the terms set forth in the TOP plan.

All employees hired into the bargaining unit after the ratification date of the 2013-2016 agreement shall be subject to the Employer's PTO-11 policy attached hereto as Appendix E. Employees subject to PTO 11 who exhaust their accrued time off are entitled to take up to five additional days off on an unpaid basis during the calendar year of the exhaustion. Scheduling of this time off is subject to the Employer's current time-off scheduling rules.

## **ARTICLE 19 - MEDICAL, DENTAL AND LIFE INSURANCE**

### **Section 19.1**

The Employer will provide a complete medical insurance program covering all full-time Employees and their dependents. The Employer will allow its employees to choose the traditional PPO medical plan, the HMO medical plan, the CDHP medical plan or the HDHP/HSA medical plan at the same benefit levels as all other city employees. Each of the medical plans includes a prescription drug program. **Section 19.2**

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

### **Section 19.3**

The Employer will provide life insurance in an amount equal to one-and-one-half (1½) times the employee's base salary for all covered employees.

### **Section 19.4**

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

**Section 19.5**

Employees participating in the medical insurance and/or dental insurance program(s) shall pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the City, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted by the City each year of the contract on January 1<sup>st</sup>. 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. Medical and dental insurance employee premium contribution levels effective January 1, 2017, are appended to this agreement as **APPENDIX F**.

**Section 19.6**

The Employer agrees to continue medical and dental benefits provided for in this Article as set forth on the plan summary sheets appended to this agreement as **APPENDIX G** provided that nothing in this agreement shall restrict the right of the Employer to change insurance carriers, plan administrators, networks, to self insure, to change the method or manner of self insurance, to implement a health insurance program with multiple plan options, to participate in programs to reduce health insurance costs, or to use health maintenance groups or other similar programs. If any change is proposed in either benefits or charges to employees, except as hereinafter provided, under said medical and/or dental program, such change shall be subject to negotiations between the parties before any such change shall be effective as to the Union employees.

**ARTICLE 20 - WAGES AND COMPENSATION**

**Section 20.1**

All bargaining unit employees employed as of May 1, 2016, shall receive the following wage increases on their current individual rate of pay:

May 1, 2016 – 2.50%  
January 1, 2017 – 2.25%  
January 1, 2018 – 2.25%  
January 1, 2019 – 2.00%  
January 1, 2020 – 2.00%

## **Section 20.2**

The starting annual rate of pay shall be as follows:

May 1, 2016 - \$51,272.09  
January 1, 2017 - \$52,425.71  
January 1, 2018 - \$53,605.29  
January 1, 2019 - \$54,677.40  
January 1, 2020 - \$55,770.94

## **Section 20.3**

All newly hired employees who successfully complete their probationary period of one (1) calendar year shall receive a \$1000 increase to their annual salary applicable to them on that date.

## **Section 20.4**

The Employer shall pay a training bonus in the amount of \$500.00 to an employee who trains a newly hired detention officer. There shall be only one bonus paid per new hire trainee. If more than one detention officer trains a new hire, the \$500 bonus shall be prorated between the employees, provided that proration shall occur in weekly increments. If more than one detention officer trains an employee in any given week, the detention officer who trains the new hire for the most hours that week gets that weekly portion of the bonus. If the employees train the new hire an equal number of hours, that weekly portion of the bonus will be paid to the detention officer who was designated the primary trainer at the outset of the training program. Selection of employees to act as a trainer of newly hired officers is an inherent management right. The Employer shall however confer with the Lodge in selecting the employee who shall train the new hire and be designated as the primary trainer. In the event the parties can not agree on the employee who will be the primary trainer, the Employer shall have the sole right to make the final decision and such decision shall be exempt from the grievance/arbitration process. This provision applies only to training of new detention officers and does not apply to training of newly hired police officers.

## **ARTICLE 21 - TUITION REIMBURSEMENT PROGRAM**

### **Section 21.1**

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

## **ARTICLE 22 – INDEMNIFICATION**

### **Section 22.1**

The City hereby elects that in the event any claim or action is instituted against an employee or former employee of the City arising out of an act or omission occurring within the scope of his employment as such employee, except where the injury results from willful misconduct of the Employee, the City shall appear and defend such employee against the claim or action and pay any judgment based on such claim or action, or pay any compromise or settlement of such claim or action.

## **ARTICLE 23 - SAVINGS CLAUSE**

### **Section 23.1**

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

## **ARTICLE 24 - COMPLETE AGREEMENT**

### **Section 24.1**

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

## **ARTICLE 25 - DURATION**

### **Section 25.1 - Term of Agreement**

This Agreement shall be effective May 1, 2016, and shall remain in full force and effect until December 31, 2020. It shall continue in effect from year to year thereafter unless notice of

termination or demand to bargain is given in writing by certified mail by either party no earlier than one hundred fifty (150) days preceding expiration.

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

**Section 25.2 - Continuing Effect**

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF NAPERVILLE**

**FRATERNAL ORDER OF POLICE  
LABOR COUNCIL**

\_\_\_\_\_  
Douglas Krieger [Print Name]  
City Manager

\_\_\_\_\_  
\_\_\_\_\_  
Representative, FOP Labor Council

\_\_\_\_\_  
Pam Gallahue  
City Clerk

**FRATERNAL ORDER OF POLICE**  
Naperville Detention Officers

**(CITY SEAL)**

\_\_\_\_\_  
[Print Name]  
\_\_\_\_\_

**APPENDIX A**

**DUES DEDUCTION FORM**

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

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

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

**APPENDIX B**

IAU # \_\_\_\_\_

**CITY OF NAPERVILLE POLICE DEPARTMENT  
EXPUNGEMENT NOTICE**

**DATE:** \_\_\_\_\_

**TO:** Internal Affairs Unit  
Naperville Police Department

**FROM:** \_\_\_\_\_  
Officer \_\_\_\_\_ Badge Number \_\_\_\_\_

On \_\_\_\_\_, I received a:

\_\_\_\_\_ Verbal Counseling/Reprimand

\_\_\_\_\_ Written Reprimand

\_\_\_\_\_ Suspension (Please briefly summarize basis for  
suspension on reverse.)

Pursuant to Section 6.2 of the Collective Bargaining Agreement, a *Verbal Counseling/Reprimand* is to be expunged after one year, a *written reprimand* is to be expunged after three (3) years, and a *suspension* is to be expunged after five (5) years (unless the suspension was based upon an allegation involving excessive force, sexual harassment, discrimination, dishonesty in the performance of official duties or criminal conduct as provided in the Collective Bargaining Agreement.)

I hereby request that the disciplinary action described above be expunged pursuant to the provisions of Section 6.2 of the Collective Bargaining Agreement.

**TO BE COMPLETED BY THE INTERNAL AFFAIRS UNIT:**

On \_\_\_\_\_, the Internal Affairs Unit of the Naperville Police Department received a request to expunge the disciplinary action described above.

On \_\_\_\_\_, the disciplinary action referenced herein was/was not expunged in accord with the provisions of Section 6.2 of the Collective Bargaining Agreement. (If not, the basis is set forth on an attached page.)

\_\_\_\_\_  
Internal Affairs Unit

\_\_\_\_\_  
Date

White Copy – IAU      Yellow Copy – Officer

**APPENDIX C**

**GRIEVANCE**

(use additional sheets where necessary)

**Lodge/Unit No.:** \_\_\_\_\_

**Year:** \_\_\_\_\_

**Grievance No.:** \_\_\_\_\_



Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Last

First

M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_, in part and in whole, make grievant(s) whole.

\_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



**APPENDIX D**



**City of Naperville Employee Policy Manual**  
**4. PAID AND UNPAID TIME OFF**

**4.2 Time Off Plan (TOP)**

**Paid Time Off (PTO) – (TOP)**

TOP was implemented on June 9, 2001. All employees hired on or after June 9, 2001 until June 30, 2011 automatically have TOP as their leave plan unless their Collective Bargaining Agreements have other provisions

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

PTO time will not be earned during any period of unpaid leave. PTO for full-time employees is earned according to the following schedule after June 9, 2002:

<b>Start of Service Year</b>	<b>Hours Accrued Per Year</b>	<b>* Hours Accrued Per Pay Period</b>	<b>** Maximum Accrual Allowed 5/1/2016</b>	<b>** Maximum Accrual Allowed 5/1/2017</b>
1 – 4	120	4.62	144	120
5 – 10	160	6.15	192	160
11 – 15	200	7.69	240	200
16	208	8.00	249.6	208
17	216	8.31	259.2	216
18	224	8.62	268.8	224
19	232	8.92	278.4	232
20+	240	9.23	288	240

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

\*\*When the maximum accrual allowed is reached, accruals are capped and no further accruals are allowed until the accrued time is less than the maximum allowed.



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

PTO for employees working 30 hours a week:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed 5/1/2016	** Maximum Accrual Allowed 5/1/2017
1 – 4	90	3.46	108	90
5 – 10	120	4.62	144	120
11 – 15	150	5.77	180	150
16	156	6.00	187.2	156
17	162	6.23	194.4	162
18	168	6.46	201.6	168
19	174	6.69	208.8	174
20+	180	6.92	216	180

PTO for employees working 25 hours a week:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed 5/1/2016	** Maximum Accrual Allowed 5/1/2017
1 – 4	75	2.88	90	75
5 – 10	100	3.85	120	100
11 – 15	125	4.81	150	125
16	130	5.00	156	130
17	135	5.19	162	135
18	140	5.38	168	140
19	145	5.58	174	145
20+	150	5.77	180	150

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

\*\*When the maximum accrual allowed is reached, accruals are capped and no further accruals are allowed until the accrued time is less than the maximum allowed.



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

PTO for employees working 20 hours a week:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed 5/1/2016	** Maximum Accrual Allowed 5/1/2017
1 – 4	60	2.31	72	60
5 – 10	80	3.08	96	80
11 – 15	100	3.85	120	100
16	104	4.00	124.8	104
17	108	4.15	129.6	108
18	112	4.31	134.4	112
19	116	4.46	139.2	116
20+	120	4.62	144	120

Employees paid in lieu of holidays will accrue an extra 40 hours of PTO time (1.54 hours per pay period) which get set aside in their “Holiday Vacation Bank,” as explained in the **Payment in Lieu of Holidays** section in this chapter. These employees working 40 hours/week will accrue as follows:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed 5/1/2016	** Maximum Accrual Allowed 5/1/2017
1 – 4	160	6.16	192	160
5 – 10	200	7.69	240	200
11 – 15	240	9.23	288	240
16	248	9.54	297.6	248
17	256	9.85	307.2	256
18	264	10.16	316.8	264
19	272	10.46	326.4	272
20+	280	10.77	336	280

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

\*\*When the maximum accrual allowed is reached, accruals are capped and no further accruals are allowed until the accrued time is less than the maximum allowed.



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

#### PTO Cash Out (TOP)

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

#### Sick Leave (TOP) – Accumulation & Use

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

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

Employees may transfer a maximum of 48 unused PTO hours into their sick leave account annually if they have less than 960 hours of sick time accrued.

No sick leave can be earned during an unpaid leave of absence. Union employees should consult their respective Collective Bargaining Agreements for further restrictions.

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

- Incapacitation due to illness, injury or disability.
- 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 to care for 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.

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), described later in this chapter.



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

#### Sick Leave (TOP) – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician 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 physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's 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 doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

An illness for which a doctor's statement has been received will not be counted in determining whether three instances have occurred in any one-year. If sick leave is used for more than four consecutive shift days, a statement from a physician will be required indicating the employee's physical or mental ability allows a return to normal duty.

All employees are responsible for obtaining a physician's statement when required, unless otherwise provided for by an applicable collective bargaining agreement. If determined necessary, the City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

#### Sick Leave (TOP) – Elimination Period

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

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



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

For each intermittent FMLA claim for chronic conditions, employees will have to exhaust only one elimination period per 12-month FMLA claim, so long as the illness or disability is certified by a Physician under the FMLA, or it meets the FMLA definition of a serious medical condition.

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

#### Sick Leave (TOP) Donation Bank

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

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

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

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

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



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

#### Sick Leave Incentive: 401(a) (TOP)

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

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

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

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

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

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

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



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

#### Compensatory Time (TOP)

Compensatory time allows any non-exempt TOP employee to bank payment for overtime hours worked and use it as paid leave time later on. For example, if an employee works 4 hours of overtime (at 1 ½ times the employee's regular rate of pay) and elects to have those hours banked as compensatory time, 6 hours would be credited to his compensatory time bank. Utilization of compensatory time is subject to supervisory approval.

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

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

## APPENDIX E



# City of Naperville Employee Policy Manual

## 4. PAID AND UNPAID TIME OFF

### 4.3 PTO - 11

#### Paid Time Off (PTO-11)

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

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

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

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

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

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

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



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

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

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

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

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

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

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



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

#### Compensatory Time (PTO-11)

Compensatory time may or may not be permitted depending on departmental work rules. For those departments that permit compensatory time the following applies: Compensatory time allows any non-exempt employee to bank payment for overtime hours worked and use it as paid leave time later on. For example, if an employee works 4 hours of overtime (at 1 ½ times the employee's regular rate of pay) and elects to have those hours banked as compensatory time, 6 hours would be credited to his compensatory time bank. Utilization of compensatory time is subject to supervisory approval.

A maximum of 40 hours of compensatory time may be accrued at any one time. An employee may elect to have compensatory time paid out on any subsequent paycheck. All accrued compensatory time will be paid out at the time an employee separates from employment.

#### Bridge to IMRF Disability (PTO-11)

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

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

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

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

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

**APPENDIX F**

City of Naperville  
 Monthly Contribution Rates  
 2017

	<u>Group Number</u>	2017 Monthly Rates			<u>Per Paycheck</u>
		<u>Total Premium</u>	<u>20% Employee Contribution</u>	<u>80% City</u>	
<b><u>BCBS Medical</u></b>					
<b>Blue Advantage HMO</b>	<b>B03195</b>				
Employee		\$ 579.17	\$ 115.83	\$ 463.34	\$ 57.92
Employee + Spouse		\$ 1,145.84	\$ 229.17	\$ 916.67	\$ 114.58
Employee + Child(ren)		\$ 1,103.60	\$ 220.72	\$ 882.88	\$ 110.36
Employee + Spouse and Child(ren)		\$ 1,728.22	\$ 345.64	\$ 1,382.58	\$ 172.82
<b>Traditional PPO Plan</b>	<b>PC0713</b>				
Employee		\$ 648.38	\$ 129.68	\$ 518.70	\$ 64.84
Employee + Spouse		\$ 1,360.03	\$ 272.01	\$ 1,088.02	\$ 136.00
Employee + Child(ren)		\$ 1,341.48	\$ 268.30	\$ 1,073.18	\$ 134.15
Employee + Spouse and Child(ren)		\$ 2,058.81	\$ 411.76	\$ 1,647.05	\$ 205.88
<b>Blue Edge PPO Plan - CDHP/HCA</b>	<b>PC0674</b>				
Employee		\$ 486.42	\$ 97.28	\$ 389.14	\$ 48.64
Employee + Spouse		\$ 1,024.00	\$ 204.80	\$ 819.20	\$ 102.40
Employee + Child(ren)		\$ 989.21	\$ 197.84	\$ 791.37	\$ 98.92
Employee + Spouse and Child(ren)		\$ 1,532.06	\$ 306.41	\$ 1,225.65	\$ 153.21
<b>Blue Edge PPO Plan - HDHP/HSA</b>	<b>PC0714</b>				
Employee		\$ 413.42	\$ 82.68	\$ 330.74	\$ 41.34
Employee + Spouse		\$ 870.32	\$ 174.06	\$ 696.26	\$ 87.03
Employee + Child(ren)		\$ 840.75	\$ 168.15	\$ 672.60	\$ 84.08
Employee + Spouse and Child(ren)		\$ 1,302.11	\$ 260.42	\$ 1,041.69	\$ 130.21
<b><u>Delta Dental</u></b>					
	<b>11408</b>				
Employee		\$42.24	\$ 8.45	\$ 33.79	\$ 4.22
Employee + One		\$79.66	\$ 15.93	\$ 63.73	\$ 7.97
Employee + Family		\$105.91	\$ 21.18	\$ 84.73	\$ 10.59
<b><u>EyeMed Vision</u></b>					
	<b>9864489</b>				
Employee		\$ 6.32	\$ 6.32	\$ -	\$ 3.16
Employee + One		\$ 12.36	\$ 12.36	\$ -	\$ 6.18
Employee + Family		\$ 18.52	\$ 18.52	\$ -	\$ 9.26

# APPENDIX G

## Participating Provider Option PPO

Effective 1/1/16



Blue Cross Blue Shield of Illinois

### City of Naperville PC0713

#### BENEFIT HIGHLIGHTS\*\*

#### PPO Network

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

Program Basics	PPO (in-Network)	Non-PPO (Out-of-Network)
<b>Lifetime Benefit Maximum</b> Per individual	Unlimited	
<b>Individual Coverage Deductible</b> Copayments do not apply to the deductible	\$500	\$1,000
<b>Family Coverage Deductible</b> The family deductible maximum is aggregate. Copayments do not apply to the deductible.	\$1,500	\$3,000
<b>Individual Coverage Out-of-Pocket Expense (OPX) Limit (includes deductible)</b> The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year. The following items will not be applied to the out-of-pocket expense limit: <ul style="list-style-type: none"> <li>• Reductions in benefits due to non-compliance with utilization management program requirements</li> <li>• Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA)</li> <li>• Charges for outpatient prescription drug program</li> </ul>	\$3,000	\$6,000
<b>Family Coverage Out-of-Pocket Expense (OPX) Limit</b>	\$9,000	\$18,000
<b>Prescription Drug</b>	Retail & Mail Order: Maximum copay per calendar year \$2500 Single and \$5000 Family	
<b>Retail:</b> 34 day supply	Retail      Generic Drugs: \$10 copay Brand Name: \$35 copay Non-Formulary Brand: \$50 copay	
<b>Mail Order:</b> Provides up to a 90-day supply of maintenance drugs used on a continuous basis for treatment of chronic health conditions. Oral contraceptives are available through Mail Order only.	Mail Order    Generic Drugs: \$20 copay Brand Name: \$70 copay Non-Formulary Brand: \$100 copay	
	Out of Network - Drugs covered 75% after copay	
<b>Physician Services</b>		
<b>Physician Office Visits</b> One copayment per person per day. Surgeries, therapies, and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance including mental health and substance abuse services.	\$20 Office visit copay \$40 Specialist copay then 90% after deductible	\$20 Office visit copay \$40 Specialist copay then 70% after deductible
<b>Preventive Care</b> Routine annual physicals, well-baby exam, hearing exams, immunizations, and other preventive health services as determined by the USPSTF.	100%	70%
<b>Maternity Services</b> A \$20 office visit copayment applies to first prenatal visit (per pregnancy). All other maternity physician covered services are paid the same as Medical / Surgical Services.	90% after deductible	70% after deductible
<b>Medical / Surgical Services</b> Coverage for surgical procedures, inpatient visits, therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services.	90% after deductible	70% after deductible
<b>Hospital Services</b>		
<b>Inpatient Hospital Services</b> Per admission, per individual Coverage includes services received in a hospital, skilled nursing facility, coordinated home care which is limited to 40 visits, and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.	\$150 admission deductible then 90% after program deductible	\$150 admission deductible then 70% after program deductible

#### APPENDIX D

# Participating Provider Option PPO

Effective 1/1/16



BlueCross BlueShield of Illinois

## Hospital Services (continued)

### Outpatient Hospital Services

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

\$100 copay then  
90% after deductible

\$100 copay then  
70% after deductible

### Outpatient Emergency Care (Accident or Illness)

90% after deductible

## Additional Services

### Muscle Manipulation Services

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

- 15 visit maximum per benefit year

90% after deductible

70% after deductible

### Therapy Services – Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

90% after deductible

70% after deductible

### Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

90% after deductible

70% after deductible

### Other Covered Services

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

80% after deductible

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

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

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

### Discounts on Eye Exams, Prescription Lenses and Eyewear

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

### Blue Care Connection (BCC)

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

### Schedule of Maximum Allowances (SMA)

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

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

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

### Affordable Care Act (ACA)

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

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

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



BlueCross BlueShield of Illinois

Effective 1/1/16

City of Naperville  
B03195

**BENEFIT HIGHLIGHTS\*\***

**Blue Advantage HMO<sup>SM</sup>**

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

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



City of Naperville  
B03195

BENEFIT HIGHLIGHTS\*\*

Blue Advantage HMO<sup>SM</sup>

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

**Service Area**

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

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

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

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

Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log into Blue Access for Members™ (BAM) at [bcbsil.com/member](http://bcbsil.com/member) and click on the Blue365® Member Discount Program link.

**Blue Care Connection® (BCC)**

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



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

**Residential Treatment Centers (RTC) Update**

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

**Schedule of Maximum Allowances (SMA)**

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

**To Locate a Participating Provider:** Visit our Web site at [bcbsil.com/providers](http://bcbsil.com/providers) and use our Provider Finder tool.

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

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

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

## City of Naperville CDHP PPO PC0674

### BENEFIT HIGHLIGHTS\*\*

**PPO Network**

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

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

**BENEFIT HIGHLIGHTS**

**Hospital Services (continued)**

**Outpatient Hospital Services**

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

**Outpatient Emergency Care (Accident or Illness)**

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

**PPO Network**

PPO (In-Network)	Non-PPO (Out-of-Network)
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80% after deductible	60% after deductible
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80% after deductible	
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**Additional Services**

**Muscle Manipulation Services**

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

80% after deductible	60% after deductible
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**Therapy Services – Speech, Occupational and Physical**

Coverage for services provided by a physician or therapist.

80% after deductible	60% after deductible
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**Temporomandibular Joint (TMJ) Dysfunction and Related Disorders**

80% after deductible	60% after deductible
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**Other Covered Services**

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

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

80% after deductible	
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**Durable Medical Equipment (DME)** is a covered benefit. Please refer to Certificate for details.

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

**Discounts on Eye Exams, Prescription Lenses and Eyewear**

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

**Blue Care Connection (BCC)**

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

**Schedule of Maximum Allowances (SMA)**

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

To Locate a Participating Provider: Visit our Web site at [www.lcbssil.com/providers](http://www.lcbssil.com/providers) and use our Provider Finder® tool.

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

**Affordable Care Act (ACA)**

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

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

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



## City of Naperville PC0714

## BENEFIT HIGHLIGHTS\*\*

## PPO Network

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

## Program Basics

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

<b>Lifetime Benefit Maximum</b> Per individual	Unlimited	
<b>Individual Coverage Deductible*</b>	\$2,500	
<b>Family Coverage Deductible*</b> Entire deductible must be met	\$5,000	
<b>Individual Coverage Out-of-Pocket Expense (OPX) Limit</b> The maximum amount of money that any individual will have to pay toward covered health care expenses during any one calendar year, including the program deductible. The following items will not be applied to the out-of-pocket expense limit: • Reductions in benefits due to non-compliance with utilization management program requirements • Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA)	\$5,000	
<b>Family Coverage Out-of-Pocket Expense (OPX) Limit</b> Family Deductible is Aggregate	\$10,000	
<b>Outpatient Prescription Drugs</b> Entire deductible must be met	80% after deductible Out of Network - Drugs covered 75% after deductible	

## Physician Services

<b>Preventive Care</b> Routine annual physicals, well-baby exam, annual vision and hearing exams, immunizations, and other preventive health services as determined by the USPSTF.	100%	60%
<b>Maternity Services</b>	80% after deductible	60% after deductible
<b>Physician Office Visits / Medical / Surgical Services</b> Coverage for surgical procedures, inpatient visits, therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services.	80% after deductible	60% after deductible

## Hospital Services

<b>Hospital Admission Deductible</b> Per admission, per individual	\$0	\$300
<b>Inpatient Hospital Services</b> Coverage includes pre-admission testing and services received in a hospital, skilled nursing facility, coordinated home care 40 visit limit and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.	80% after deductible	60% after deductible
<b>Outpatient Hospital Services</b> Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, diagnostic x-rays, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services. For routine services such as mammograms, lab tests and x-rays performed in an outpatient hospital setting, see Preventive Care benefits.	80% after deductible	60% after deductible
<b>Outpatient Emergency Care (Accident or Illness)</b> Each calendar year, the program deductible must be met before benefits will begin under this policy. The coinsurance applies to both in- and out-of-network emergency room visits.	80% after deductible	

## BENEFIT HIGHLIGHTS

## Additional Services

**Muscle Manipulation Services**

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

**Therapy Services – Speech, Occupational and Physical**

Coverage for services provided by a physician or therapist.

**Temporomandibular Joint (TMJ) Dysfunction and Related Disorders****Other Covered Services**

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

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

PPO Network	
PPO (In-Network)	Non-PPO (Out-of-Network)
80% after deductible	60% after deductible
80% after deductible	60% after deductible
80% after deductible	60% after deductible
60% after deductible	

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

**Discounts on Eye Exams, Prescription Lenses and Eyewear**

Members present their ID cards for discounts on eye exams, prescription lenses and eyewear at participating vision centers. Call (866) 273-0813 to locate a provider.

**Blue Care Connection (BCC)**

When members receive covered inpatient hospital services, outpatient mental health and substance abuse services (MHSA), coordinated home care, skilled nursing facility or private duty nursing from a participating provider, the member will be responsible for contacting either the BCC or MHSA preauthorization line, as applicable. You must call one day prior to any hospital admission and/or outpatient MHSA service or within 2 business days after an emergency medical or maternity admission. Please refer to your benefit booklet for information regarding benefit reductions based on failure to contact the applicable preauthorization line. Note: Outpatient MHSA preauthorization is effective for services on or after January 1, 2011 or upon your group plan renewal date in 2011 and thereafter.

**\*More on Individual Coverage and Family Coverage Deductibles...**

- If a member has individual coverage, each calendar year he/she must satisfy an individual coverage deductible before receiving benefits under this policy. The amount of the individual deductible is indicated above on this benefit highlight sheet. Once a member claims for covered services in a calendar year exceed this deductible amount, benefits will begin.
- If a member and his/her dependents have family coverage, each calendar year they must satisfy the family coverage deductible before receiving benefits under this policy. The amount of the family deductible is indicated above on this benefit highlight sheet. Once the family deductible has been satisfied it will not be necessary for anyone else in the family to meet a deductible in that calendar year. That is, for the remainder of the calendar year, no other family member will be required to meet the deductible before receiving benefits. No one is eligible for benefits under family coverage until the entire family deductible has been satisfied.
- Please note: The deductible amount may be adjusted based on the cost-of-living adjustments determined under the Internal Revenue Code and rounded to the nearest \$50.
- Also note: Should the Federal Government adjust the deductible for high deductible plans as defined by the Internal Revenue Service, the deductible amount in the Certificate will be adjusted accordingly.

**Schedule of Maximum Allowances (SMA)**

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

To Locate a Participating Provider: Visit our Web site at [www.bcbstl.com/providers](http://www.bcbstl.com/providers) and use our Provider Finder\* tool.

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

**Affordable Care Act (ACA)**

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

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

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