

Illinois Labor Relations Board  
Contract #

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

***The City of Naperville***

***and***

***The Illinois Fraternal Order of Police  
Labor Council/Naperville Telecommunicators***

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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 "Union") representing the Naperville Telecommunicators (hereinafter referred to as "Employees"). The purpose of this Agreement is the promotion of harmonious relations between the Employer and the Union; 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 Union do mutually promise and agree, as follows:

**ARTICLE I**  
**RECOGNITION**

Pursuant to Sections 6 (c) and 9 (d) of the Illinois Public Labor Relations Act, the certification of the Illinois State Labor Relations Board in Case No. S-RC-09-059, dated December 19, 2008 the employer recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive collective bargaining representative for all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining with respect to rates of pay, hours of employment or other conditions of employment.

UNIT:

Included: All full-time employees of the City of Naperville in the job title Telecommunicator II.

Excluded: All other employees of the City of Naperville. All Supervisory, managerial and confidential employees of the City of Naperville as defined by the Act.

**ARTICLE II**  
**NON-DISCRIMINATION**

**Section 2.1**    **Prohibition Against Discrimination**

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

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

The Union shall not advise or represent employees before any federal or state anti-discrimination administrative agency where the employee's claim has been arbitrated under the grievance procedure of this Agreement.

**Section 2.3**    **Gender**

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

**ARTICLE III**  
**MANAGEMENT RIGHTS**

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

- To plan, direct, control and determine the budget and all the operations, services and missions of the Employer;
- To supervise and direct the working forces;
- To hire and promote employees;
- To establish the qualifications for employment and to employ employees;
- To schedule and assign work;

- To examine employees;
- To establish specialty positions and to select and/or transfer personnel for such positions;
- To establish work and productivity standards, and from time to time, to change those standards;
- To assign overtime;
- To contract out for goods and services;
- To determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased;
- To determine whether services are to be provided by employees 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 related to operation of the department;
- To evaluate employees;
- To discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause);
- To change or eliminate existing methods, equipment or facilities or introduce new ones;
- To establish and modify standards and/or criteria for employee training education and assign employees 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 Employer 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 restored once a civil emergency condition ceases to exist, and to carry out the missions of the Employer.

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 IV** **NO STRIKE**

##### **Section 4.1**            **No Strike**

During the term of the Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime work, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, picketing for or against the Employer or any other intentional interruption or disruption of the operations of the Employer, 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 Employer. Each employee who holds the position of telecommunicator or steward of the Union 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 Union 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 Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

**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.

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

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

**ARTICLE V**  
**DUES DEDUCTION AND FAIR SHARE**

**Section 5.1**                    **Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, 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 Labor Relations Act, 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 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 VI** **GRIEVANCE PROCEDURE**

### **Section 6.1**            **Definitions**

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

A "Grievance" is defined as a dispute raised by an employee or the Union involving an alleged violation of an express provision of this Agreement.

### **Section 6.2**            **Procedure**

A grievance shall be processed on the grievance form attached as **Appendix A**. All grievances must set forth a factual predicate, the specific provisions of the agreement which were allegedly violated, and the specific relief requested. Grievances that do not contain these elements shall be deemed incomplete and the Employer shall have no contractual obligation to respond to them. Grievances must be submitted within seven (7) business days from the date of occurrence.

### Step One

Any employee and/or Union representative who has a grievance shall submit the grievance in writing on the Grievance Form within seven (7) business days of its occurrence to the Communications Manager, or her designee, who 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 Union representative, if one is requested by the employee, at a time mutually agreeable to the parties. The Communications Manager or her designee shall provide a written summary of her response, or the resolution if one is agreed upon, within seven (7) business days following said meeting.

### Step Two

If no settlement of the grievance is reached, the employee or union may appeal the grievance to the Police Chief, or his designee in writing within seven (7) business days of the Step One response. The parties shall meet on the grievance within ten (10) business days. The Police Chief or his designee shall submit a written answer to the Union within ten (10) business days following the meeting. If the grievance is settled at this Step, the settlement will be reduced to writing.

### Section 6.3 Arbitration

If the grievance is not settled in Step 2 and the Union wishes to further appeal the grievance, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Employer's written answer as provided to the Union at Step 2.

1) The Employer and the Union 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 who are members of the National Academy of 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 selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.

3) 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.

4) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.

5) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

**Section 6.4**                      **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 One. 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 Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.

**Section 6.5**                    **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 Union 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 Union. 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 Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and in accordance with the time limits appeal the grievance to the next step. The time limits of this procedure may be extended by mutual agreement of the parties.

**ARTICLE VII**  
**PROBATION PERIOD**

The probation period of employees shall be fifteen (15) months in duration from the date of hire. Except as otherwise provided herein, the employee is entitled to all rights, privileges, and benefits under this Agreement during the probationary period. A probationary employee may be disciplined or discharged at any time, with or without just cause, and such action shall not be subject to the grievance procedure or arbitration.

**ARTICLE VIII**  
**BULLETIN BOARDS**

The Employer shall provide the Union with a bulletin board in a designated location which is accessible to all bargaining unit members, upon which the Union 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 Union with an explanation.

**ARTICLE IX**  
**LABOR-MANAGEMENT CONFERENCES**

**Section 9.1**

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

- 1) Discussion on the implementation and general administration of this Agreement;
- 2) A sharing of general information of interest to the parties;
- 3) Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees;
- 4) Safety issues in the workplace

**Section 9.2**

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

**Section 9.3**

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

**ARTICLE X**  
**EMPLOYEE SECURITY**

**Section 10.1**      **Grievance Processing**

Reasonable time while on duty shall be granted to a designated Union representative (a maximum of four (4) representatives shall be so designated) for the purpose of aiding, assisting or otherwise representing employees in the handling and processing of grievances, and shall be without loss of pay. It is understood that only one representative at a time shall be authorized to handle a specific grievance without loss of pay.

**Section 10.2**      **Employee Emails**

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

**Section 10.3**      **Personnel Files**

The employee's personnel files, including their disciplinary history, shall be available for inspection by the employee, or authorized Union representative who has written authorization from the employee, during business hours and upon reasonable notification of such request.

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.

**Section 10.4**      **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 that 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 investigations 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, except suspensions and any last chance agreement based upon excessive force, sexual harassment, discrimination, dishonesty in the performance of official duties, substance abuse or criminal conduct.

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 telecommunicator in any future disciplinary proceeding. The Expungement Notice Form is attached hereto as **Appendix B**. It shall be the sole obligation of the individual employee to submit the Expungement Notice Form to her supervisor when the discipline is eligible for removal. The Employer shall have no obligation to expunge discipline absent submission of the Expungement Notice Form.

**ARTICLE XI**  
**LAYOFF AND RECALL**

**Section 11.1**            **Layoff**

The Employer, in its sole 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 the following order: (1) telecommunicators who have received a score below 3.0 averaged from their final score over their two most recent performance evaluations shall be laid off first. If more than one telecommunicator is in this group reverse seniority order within that group shall apply; (2) reverse seniority order of the remaining telecommunicators in the unit.

Except in an emergency, no layoff will occur without at least fifteen (15) calendar day's notification to the Union. The Employer agrees to afford the union an opportunity to propose alternatives to layoff, though such proposals shall not be used to delay the layoff beyond the aforementioned 15 day period.

**Section 11.2**            **Recall**

Employees who are laid off shall be placed on a recall list for a period of twenty-four months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Telecommunicators recalled to duty shall be subject to a reasonable amount of retraining at the discretion of the Chief of Police or his designee.

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 Union, 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 Employer 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 thirty (30) days apart; except that if the Employer recalls all telecommunicators on layoff and an employee fails to timely respond, the Employer shall have the right to hire a new employee to replace the non-responding employee.

## **ARTICLE XII** **SUBCONTRACTING**

**Section 12.1** The Employer reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the Employer's lawful authority under the Illinois Statutes.

**Section 12.2** Before the Employer exercises its lawful authority under Illinois Statutes involving the overall subcontracting of work in a general area where the subcontracting may result in a layoff of bargaining unit employees, the Employer will notify the Union and offer the Union an opportunity to negotiate the Employer's proposed subcontracting decision and its impact and effects on bargaining unit employees.

## **ARTICLE XIII** **SENIORITY**

An employee shall be terminated by the Employer and her seniority broken when she:

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 otherwise fails to timely respond to a recall notice pursuant to the rules in accordance with "Recall" provision of this Agreement; or

4. accepts gainful employment while on an approved leave of absence from the Police Department; or
5. is absent for three (3) consecutive scheduled work days without proper notification or authorization, and without showing sufficient cause for the failure to so report; or
6. is promoted out of the bargaining unit (supervisor), however, the employee shall be permitted to retain her seniority, without any loss, provided that the employee returns to bargaining unit prior to the expiration of the supervisory probationary period.

**ARTICLE XIV**  
**SUPERVISORY WORK**

Supervisory personnel shall be permitted to perform bargaining unit work consistent with the parties' existing practice, except that supervisory personnel shall not be permitted to fill in for an absent employee for more than four (4) hours during a shift.

**ARTICLE XV**  
**HOURS OF WORK AND OVERTIME**

**Section 15.1**      **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. The work week shall consist of 40 hours per week according to the schedule agreed to in Article XV of this Agreement.

The workday for employees shall be eight (8) consecutive hours in the following shifts:

First Shift      0700 to 1500

Second Shift    1500 to 2300

Third Shift      2300 to 0700

The Administrative Telecommunicator specialty assignment shall work an eight (8) hour shift scheduled Monday through Friday between the hours of 0700 to 1700. The parties shall meet each year prior to the position being posted to discuss the shift hours for the position for that year.

The parties further agree as follows with respect to the Administrative TC:

- 1) The ATC selection of the one guaranteed vacation week will occur at the same time during the selection process, but shall not be subject to the one day limit per shift;
- 2) Long term vacancies shall be filled first by the ATC. Such assignments shall be for the duration of the current calendar quarter. A minimum 14-day notice will be given for such an assignment.
- 3) The ATC will not function in a non-administrative Telecommunicator position during the day shift except during emergencies or in the case where all other procedures to fill overtime have been unsuccessful. The ATC shall be available to fill telecommunicator overtime on other shifts according to the normal procedures;

#### **Section 15.2 Work Periods and Overtime Pay**

The workday shall be eight (8) hours per day. Employees may be required to report fifteen (15) minutes before the beginning of their scheduled shift for roll call, for special events or if unusual circumstances exist and a roll call is necessary, and would not be a regularly scheduled event. Any hours worked (including paid time off) exceeding forty (40) in a week will be paid at the rate of one-and-one-half (1½) times of the employee's regular rate of pay. Overtime pay will be in fifteen (15) minute increments.

Employees assigned to work eight (8) hour shifts will be allowed to take a paid thirty (30) minute lunch break and two (2) fifteen (15) minute breaks each day subject to availability and service calls. Fifteen (15) minute breaks may not be taken within the first or last thirty (30) minutes of a shift. The Communications Manager or designee, reserves the right to establish reasonable rules, which may prohibit or restrict an employee's ability to leave the premises during such breaks.

**Section 15.3    Callback**

Callback is defined as an assignment of work, which does not immediately precede or follow an employee's regularly scheduled workday. 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. Discussion of a work assignment by telephone does not constitute callback but the employee will be paid for the actual time of the conversation in fifteen (15) minute increments. Calls to employees concerning their schedule, personal leave issues, call-in for overtime or calls for union-related business shall not be compensated.

**Section 15.4    Court Time**

Employees covered by the terms of this Agreement, who are required to appear in court while on their off-duty time, shall receive a minimum of two (2) hours pay at their overtime rate, or the actual time spent in court, whichever is greater.

**Section 15.5        Non-Emergency Overtime**

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

**Section 15.6        Overtime Equalization**

Processes for assignment of scheduled and non-scheduled overtime have been established to equalize overtime available to interested, eligible (non-probationary) employees.

Scheduled Overtime, defined as any overtime that is offered with 72 hours notice shall be posted in 4 hour increments, allowing for a reasonable sign up period with assignment made to the volunteer with the least amount of assigned overtime for the month. In the event of equal overtime amounts, assignment will be made to the employee with the earliest section hire date.

Non-scheduled overtime, defined as overtime that is offered with less than 72 hours notice, shall be offered via electronic messaging through voluntary group notification. Priority for non-scheduled overtime assignment is given first to employees on the same shift while on regular days off, secondly to employees scheduled to work the shifts adjacent to the vacant shift, and finally to remaining employees in order of seniority.

#### Section 15.7 Court Readiness Pay

Employees that are required by the Chief of Police, or his designee, to be available for a potential court appearance (trial) during their off-duty time when they are not at work, shall receive two (2) hours of pay at one and one-half times their regular rate of pay. This payment shall be made unless the employee is notified that the appearance will not be necessary by 5 p.m. on the business day prior to date of the scheduled appearance.

### **ARTICLE XVI** **SCHEDULING AND SHIFT SELECTION**

#### Section 16.1 Schedule

Scheduling shall be done on a hybrid schedule as represented by **Appendix C** attached hereto. During the term of this agreement the Employer reserves the right to return to the 6+2 schedule as represented in **Appendix D** attached hereto at any time with 30 days' notice to the union prior to the upcoming scheduling period, provided the Employer has engaged in reasonable good faith efforts to attempt to correct the issues it has identified as the reason(s) it has decided to

return to the 6+2 schedule.—The Employer shall have the obligation to meet with the Union during the term of this agreement to discuss scheduling issues.

**Section 16.2**      **Selection Notification**

In order to ensure that non-probationary employees have sufficient time to review and prepare for the selection of their shifts, day-off keys, vacation, and/or paid time off (PTO), the selection process shall commence no later than October 1<sup>st</sup>. Once the selection process is complete, it shall be implemented during the first full pay period in each January.

**Section 16.3**      **Shift Selection Process**

- a. The scheduling team will create and distribute a blank schedule form to all non-probationary employees advising them of a specific time frame that they are assigned to make their shift selections. All assigned times and associated picks that are made are based on seniority of employment. It will be the responsibility of the employee, or her designee, to either be present or call in during their designated day and time with their selections for shift and day-off key.
- b. A Union steward will be responsible for receiving and documenting the picks and will be present in PSAP or the designated area during the selection timeframe in order to complete the shift selections, which will be communicated via telephone on a recorded line.
- c. This process shall begin the second (2<sup>nd</sup>) Monday in October and will take no more than 5 days to complete.
- d. Based on the assigned times, non-probationary employees shall then, in seniority order (most senior first), select shifts by submitting their choice for shifts for the four (4) quarters of the following year. Quarters shall be aligned with the Employer's pay

periods and shall consist of no less than ten (10) and no more than fourteen (14) weeks.

Non-probationary employees shall make their selections by entering their name on the selected line of the schedule.

- e. Any non-probationary employee or her designee who fails to submit her selection in a timely manner shall fall to the bottom of the seniority list and shall make their selection from the remaining open selections after the rest of the non-probationary employees have made their selections. If more than one (1) non-probationary employee, or her designee, fails to submit her selections, those non-probationary employees shall fall to the bottom of the seniority list, (in seniority order) and shall make their selections from the remaining open selections after the rest of the non-probationary employees have made their selections.
- f. Once all employees have selected a shift and day off key, the proposed completed schedule will be presented at the PSAP workshop for final approval of the Employer. The Employer shall have the right to balance the schedule such that no shift will have fewer than four (4) employees with fewer than three and one-half (3 1/2) years of experience as a telecommunicator.
- g. Once the schedules are approved, the Employer shift supervisor will electronically distribute them to the telecommunicators to begin selecting (in seniority order) vacation/PTO days.

#### **Section 16.4 Selection of Vacation or Paid Time Off (PTO)**

Following the selection of day-off keys, employees shall then commence the selection of vacation or paid time off (PTO) for the first two quarters of the calendar year, in seniority order. Selection of vacation and paid time off (PTO) for the second two quarters of the calendar year

shall begin the second (2<sup>nd</sup>) Monday in April. A schedule of timeframes for selecting time off will be created and distributed by the scheduling team and must be completed by the Telecommunicator on the individually assigned specified date. Selections shall be made during that specified 8 hour work shift and the schedules will not be removed from PSAP. Employees shall indicate both a single primary (first) and a secondary choice of selections. First selections shall consist of either a continuous block of days between two (2) sets of regular days off, or five (5) individual days in each quarter, which will be indicated by placing "1" in the block representing the day selected. All other selections shall be indicated by placing "2" in the remaining selected days. All selections shall be made based on seniority.

In all cases, employees may only select the amount of vacation and/or PTO they can expect to have accrued by the time it will be expended as per the PTO and/or vacation schedule set forth in the agreement. Any leave, primary or secondary, to which an employee is not entitled to at the beginning of the pay period prior to the request, (as indicated by Kronos) in which it is planned will be cancelled. Once a vacation or a PTO request has been approved for an employee, it cannot be rescinded by the Employer, except in cases of bona fide emergencies.

Based upon seniority and on one employee off per shift daily, each employee will be granted one "vacation week", consisting of six (6) consecutive working days or six (6) non-consecutive working days, during the first two quarters of each calendar year and another "vacation week" as defined above during the second two quarters of each calendar year.

#### **Section 16.5 Employee Trades**

Employees shall be allowed to trade shifts a quarter at a time with other employees provided that the trades are documented and approved. Shift assignment trades will not be considered or approved until the entire selection process, including vacation/PTO picks, are

complete. Any request will be answered within two (2) weeks of submission and will be based on the needs of the organization. Trade requests shall not be unreasonably denied.

**Definitions:**

*Shift Assignment Trades:* Trades in which two (2) employees initiate a switch of schedules between them consisting of more than a single four (4) or eight (8) hour shift. For example, an employee that is on afternoon shift asks to switch with a midnight shift employee for a quarter due to taking a class.

*Special Circumstance Trades:* Shift trades that are less than one (1) quarter at a time and will be considered by the Manager or her designee on a case-by-case basis based on staffing levels and the needs of the organization. For example, a trade request for 2 weeks due to special circumstances.

*Duty Trades:* Trades that consist of a single time frame of 8 hours or less.

**Section 16.6 Exemptions from Selection Process**

Probationary employees shall not have the opportunity to bid on shift selections and shall be assigned a work schedule based upon the needs of the organization, and may be assigned to rotate between shifts until they have completed their full probationary period. Any employee on a Performance Improvement Plan (PIP) at the time of the shift bid process may not be permitted to select a shift and may instead be assigned a shift by supervisory staff. If an Employee is placed on a PIP directly related to his/her shift hours, then the employee may be assigned a shift by the employer.

**Section 16.7 Time Off Requests**

Except for vacation or paid time off selected under Section 15.4 above, any time off that is requested that lowers the staffing level to the minimum staffing requirement of 4 will not be

approved until 30 days prior to the request date. Any time off request that lowers staffing level below minimum staffing will not be approved.

**Section 16.8 Work Hours, Scheduling Committee**

Notwithstanding the hours of work in Section 1, a scheduling committee consisting of the manager or his/her designee, supervisor(s), and no more than four (4) union stewards may form a work hours, scheduling committee to discuss the possibility of an alternate schedule including ten (10) or twelve (12) hour schedule. However, the committee's decision is not binding upon the bargaining unit unless the change is at the request of the bargaining unit. Any proposed changes to the work schedule must be bargained for.

**ARTICLE XVII  
HOLIDAYS**

**Section 17.1 Holidays**

A total of nine (9) paid holidays and three (3) floating holidays will be granted to employees, except that employees subject to the PTO 11 policy shall not receive floating holidays. The floating holidays must be scheduled off in advance. The nine paid holidays are as follows:

New Year's Day

Memorial Day (last Monday in May)

July 4

Labor Day (first Monday in September)

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

**Section 17.2**     **Holiday Accrual and Pay**

All employees shall receive eight (8) hours of vacation time on an accrual rate of 1.54 hours per pay period for twenty-six (26) pay periods for each of the first five holidays of the year. Any unused time from this holiday accrual can be cashed out by the employee at the end of the calendar year. Employees shall be paid for the remaining four holidays at eight hours of their regular hourly rate during the pay period in which the holiday falls. Employees who work on a paid holiday shall receive one and one-half (1.5) times their regular rate of pay for all hours worked in addition to their holiday pay. Employees who work overtime on a holiday shall be paid at two times their regular rate for any overtime hours worked. Floating holidays shall be paid at the normal straight time hourly rate.

**ARTICLE XVIII**  
**VACATION AND SICK LEAVE**

**Section 18.1**     **Accrual**

The current TOP vacation and sick leave policy published in the Employer's Employee Policy Manual attached hereto as **Appendix F** shall apply to all employees currently on TOP.

The PTO 11 time off policy attached hereto as **Appendix G** shall apply to all new employees hired after June 27, 2014. Employees hired under the PTO 11 time off policy shall be entitled to schedule five (5) additional days off per calendar year on an unpaid basis. The City agrees that if it implements any change(s) in the PTO 11 policy during the term of this agreement, the Union shall have the option and right to adopt the change(s) and make them applicable to bargaining unit employees during the term of this agreement at the time the change(s) are implemented by the City.

Employees currently on the vacation and sick plan that preceded TOP shall remain on that plan, a copy of which is attached hereto as **Appendix H**.

All employees shall be entitled to earn compensatory time under the terms set forth in the TOP plan except that the maximum compensatory time accrual shall be 72 hours.

**Section 18.2 Sick Leave Notification**

Any employee requiring sick leave shall notify the on-duty Communications Shift Supervisor or Lead Telecommunicator, giving as much notice as possible, but in no instance less than two (2) hours' notice prior to the start of his/her shift so that a replacement can be found. Notification shall be made personally by the employee, whenever possible.

If sick leave is used for more than two (2) consecutive days or in conjunction with other leave, the employee will provide a written confirmation of illness or injury signed by a physician. The written confirmation must include medical certification that documents the date on which the condition commenced, the exact duration of the condition, and clearance to return to work. If sick leave is used for more than three (3) consecutive days, the Communications Shift Supervisor or Lead Telecommunicator shall request that the employee provide a physician's statement indicating that the employee's physical or mental ability will allow a return to normal duty. A Supervisor may also require a statement from a physician confirming illness when there have been more than four (4) instances of sick leave in any one (1) fiscal year.

An illness for which a doctor's statement has been received will not be counted in determining whether four instances have occurred in any one year. For a continuing illness or condition, one annual statement from a doctor will suffice for all related sick leave usage arising from said chronic illness or condition for that year.

All employees are responsible for obtaining a physician's statement when required. If determined necessary, the city reserves the right to require a Telecommunicator to be examined by an Employer- appointed physician at the Employer's expense.

**ARTICLE XIX**  
**LEAVES OF ABSENCE**

**Section 19.1 Personal Leave**

**Section 19.2 Bereavement Leave**

When there is a death in the immediate family of an employee, said employee shall be granted three (3) scheduled days off (not necessarily consecutive), without loss of pay and without charge to accrued leave. Such leave must be used within a reasonable period of time, not to exceed thirty (30) days from the date of death. Any additional time needed for funeral leave purposes shall be at the discretion of the employee's supervisor.

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 19.3 Military Leave**

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

Active Reservists: Regular full-time employees who are members of a military reserve unit and called to active duty will be granted a military leave of absence for the period of time called

to duty or any extension of active duty at the request of the Federal Government. During the term of leave, the employee will be paid any difference between the City of Naperville salary and military pay for up to one (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 Employer intends to comply with the prevailing state and federal laws regarding military commitments by employees.

**Section 19.4 Jury Duty Leave**

Any employee working the first or second shift who is summoned for jury duty on his/her regular day of work shall be given his/her shift off for that day. Any employee working the third shift who is summoned for jury duty on the day after his/her regular day of work shall be given the shift off prior to the day of jury duty. However, if an employee on third shift is working both the day before and the day of a summons for jury duty, that employee shall have the option of taking either one of these shifts off, but not both.

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 (e.g. a copy of notice/summons or other evidence of actual days served), the employee will be paid for the time off for serving on jury duty, as required by this section.

**ARTICLE XX**  
**UNIFORMS**

The Employer shall make an annual uniform allowance payment to employees in the amount of \$875 in January of each year.

**ARTICLE XXI**  
**DRUG FREE WORKPLACE AND EMPLOYEE TESTING**

The current Employer policy as published in the City Employee Policy Manual shall be applicable to all employees and is attached hereto as **Appendix E**.

**ARTICLE XXII**  
**MEDICAL INSURANCE**

**Section 22.1**

The Employer will provide a medical insurance program covering all full-time Employees and their dependents. The Employer will allow its employees to choose either its PPO medical plan, its HMO medical plan, its CDHP medical plan or its HDHP/HSA medical plan. Employees hired under and subject to the PTO 11 time off policy shall not be eligible to select the traditional PPO plan insurance option.

**Section 22.2**

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 22.3**

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

**Section 22.4**

Employees may elect to participate in a City-offered Flexible Spending Accounts for Health Care and/or Dependent Care.

**Section 22.5**

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 Employer, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted by the Employer each year of the contract on January 1<sup>st</sup>. For purposes

of calculating employee contribution amounts, the premium amounts set by the Employer shall not exceed an annual increase of ten percent (10%). This contribution increase cap shall increase to fifteen (15) percent effective with any increase implemented on January 1, 2018 and subsequent years. 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 I**.

#### **Section 22.6**

The Employer shall provide medical and dental benefits provided for in this Article as set forth on the plan summary sheets appended to this agreement as **APPENDIX J**, 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 XXIII** **WAGES**

#### **Section 23.1 Wage Scale (AM Plan)**

The following Achievement Milestone ("AM") wage plan shall apply to all new employees and those employees who were placed in the AM plan prior to the effective date of this Agreement.

**AM 1:** Upon successful completion of the initial telecommunicator training period.

**AM 2:** Upon successful completion of the 15 month probationary period.

**AM 3:** Upon successful completion of training to be a qualified Lead Telecommunicator, but in no case less than three years employed as a Telecommunicator with the Employer.

**AM 4:** Upon successful completion of training to be qualified Certified Training Officer, but in no case less than four (4) years employed as a Telecommunicator with the Employer.

Employees in the AM plan will be paid as follows:

<b>AM Plan Telecommunicator Hourly Rates</b>	<b>Current</b>	<b>Adjustment 5.00%</b>	<b>5/1/2016 1.75%</b>	<b>1/1/2017 2.25%</b>	<b>1/1/2018 2.25%</b>	<b>1/1/2019 2.25%</b>	<b>1/1/2020 2.25%</b>
<b>Starting Rate</b>	\$21.60	\$22.68	\$23.08	\$23.60	\$24.13	\$24.67	\$25.22
<b>AM 1</b>	\$22.65	\$23.78	\$24.20	\$24.74	\$25.30	\$25.87	\$26.45
<b>AM 2</b>	\$24.33	\$25.55	\$25.99	\$26.58	\$27.18	\$27.79	\$28.41
<b>AM 3</b>	\$25.44	\$26.71	\$27.18	\$27.79	\$28.42	\$29.06	\$29.71
<b>AM 4</b>	\$27.38	\$28.75	\$29.25	\$29.91	\$30.58	\$31.27	\$31.97

**Employees Outside the AM Plan**

Each employee outside of the AM plan shall receive an adjustment of 3% on May 1, 2016. the following wage increases shall thereafter take effect as follows:

May 1, 2016	1.75%
January 1, 2017	2.25%
January 1, 2018	2.25%
January 1, 2019	2.25%
January 1, 2020	2.25%

**Section 23.2 LEAD and CTO Pay**

When an employee is directed by the employer to work in the capacity of Lead Telecommunicator (“LT”) or in the capacity of a Certified Training Officer (“CTO”), the

employee shall be paid a premium of \$2.00 per hour for hours worked as an LT and \$2.00 per hour as a CTO. CTO's shall be provided an additional paid thirty minutes per shift, at the overtime rate, to complete their documentation duties related to training.

**ARTICLE XXIV**  
**INDEMNIFICATION**

The Employer hereby elects that in the event any claim or action is instituted against an employee or former employee of the Employer 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 Employer 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 XXV**  
**SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful invalid or unenforceable by virtue of any judicial action, or by existing or subsequently enacted Federal or State legislation, or by Executive Order 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 XXVI**  
**COMPLETE AGREEMENT**

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 XXVII DURATION**

### **Section 27.1 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 27.2 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 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 16<sup>th</sup> day of May, 2017.

**CITY OF NAPERVILLE**

*Douglas Krieger*  
Douglas Krieger  
City Manager

*Pam Gallahue*  
Pam Gallahue, Ph.D.  
City Clerk

(CITY SEAL)



**FRATERNAL ORDER OF POLICE  
LABOR COUNCIL**

*Richard Stomper*  
[Print Name] Richard Stomper  
Representative, FOP Labor Council

**FRATERNAL ORDER OF POLICE  
Naperville Telecommunicators**

*Tracy Eisemon*  
[Print Name] Tracy Eisemon

APPENDIX A

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 B**  
**IAU # \_\_\_\_\_**  
**CITY OF NAPERVILLE POLICE DEPARTMENT**  
**EXPUNGEMENT NOTICE**

**DATE:**

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

**FROM:**  
**Badge Number:**

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

- \_\_\_\_\_ Verbal Counseling/Reprimand
- \_\_\_\_\_ Written Reprimand
- \_\_\_\_\_ Suspension (Please briefly summarize basis for suspension on reverse.)

Pursuant to Section 10.4 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 10.4 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 10.4 of the Collective Bargaining Agreement. (If not, the basis is set forth on an attached page.)

Internal Affairs Unit: By: \_\_\_\_\_ Date \_\_\_\_\_

White Copy - IAU    Yellow Copy - Officer







**Communications Schedule**  
**April 2011 - 1st Quarter End**  
\_\_\_\_\_ Shift

	1	2	3
1			
2			
3			
4			
5			
6			
7			
8			







APPENDIX D

Communications Schedule  
February 2011

Shift \_\_\_\_\_

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28		
	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M		
1																														
2																														
3																														
4																														
5																														
6																														
7																														
8																														



**Communications Schedule  
April 2011 - 1st Quarter End**

\_\_\_\_\_ Shift

	1	2	3
1			
2			
3			
4			
5			
6			
7			
8			







## APPENDIX E

### 11. CHAPTER 11 - DRUG-FREE WORKPLACE POLICY

#### 11.1 DRUG-FREE WORKPLACE POLICY

##### 11.1.1 Definitions

Throughout this Chapter, the words and phrases specified in this section will have the following meanings, unless otherwise clearly indicated by the context:

**WORD OR TERM:**

**Abuse of Drugs:**

**DEFINITION:**

The use of any drug which is legal, in the absence of a required medical prescription or in excess of a prescribed dosage, to the extent that such usage causes impairment, or any use of illegal drugs.

**Abuse of Alcohol:**

The use of alcohol to the extent that such use either renders one's blood alcohol concentration to be  $\geq 0.02\%$  or greater, or causes impairment (\*Specific collective bargaining agreements or department work rules may impose different restrictions.)

**Accident:**

Any accident which an employee causes or contributes to, which significantly damages equipment (including, without limitation, automobiles, trucks and other property), or which results in a personal injury requiring emergency medical treatment away from the scene of the accident. Significant damage will include but not be limited to vehicles towed and any vehicle that cannot immediately be put back into service for the City.

**Breath Alcohol Tests:**

The tests used to determine blood alcohol content.

**Breath Alcohol Technician (BAT):**

The operator of the breath alcohol analyzing unit (evidential breath tester -- EBT).

**Confirmed Test:**

A drug or alcohol test conducted in accordance with the provisions of this Policy, in which the results are positive.

**Confirmatory Test - Drugs:**

The second test used to analyze a urine sample for drug testing.

<b>EAP:</b>	The City's Employee Assistance Program (described in Chapter 5 of this manual).
<b>Illegal Drug:</b>	Marijuana, cocaine, opiates, phencyclidine (PCP), or amphetamines, prescribed medications, and all controlled substances listed in Schedules I-V of 21 U.S.C. & 821 and 21 C.F.R. Part 1308, as well as any controlled substances as defined in the Illinois Controlled Substance Act, 720 ILCS 570, or Cannabis Control Act, 720 ILCS 550, or other substances that have no recognized medical use but are not listed in the controlled substances schedules (like "designer" or "club" drugs), which are not being used under the supervision of a licensed health care provider or otherwise in accordance with law.
<b>Impairment:</b>	The inability to perform job-related requirements.
<b>Initial Test or Screening - Alcohol:</b>	The first test administered by a Breath Alcohol Technician using a breath evidential breath tester.
<b>Initial Test or Screening - Drugs:</b>	The first test used to analyze a urine sample for drug testing.
<b>Policy:</b>	The City of Naperville Drug-Free Workplace Policy or the DOT Driver Drug & Alcohol Testing Policy, found in Chapter 11 of this Employee Policy Manual.
<b>Positive Test Results:</b>	The results of a chemical drug or alcohol test conducted in accordance with the provisions of this Policy which exceed the minimum standards for breath alcohol concentration or drug concentration permitted under this Policy.
<b>Prescription Drug:</b>	Any drug which may lawfully be obtained only upon authorization of a licensed physician.
<b>Refusal:</b>	An employee's refusal to cooperate in the administration of drug or alcohol tests.

**Reasonable Suspicion:**

"Determination by a supervisor based on specific, contemporaneous observations concerning an employee's appearance, conduct, speech, behavior, or body odors that there is reason to suspect that an employee has violated this Policy's prohibition on drug and alcohol use. Observations may include indications of the chronic and withdrawal effects of illegal drugs and alcohol. Supervisors will document their observations within 24 hours of ordering an employee to be tested."

**Substance Abuse Professional (SAP):**

A counselor certified by and trained in the treatment of alcohol or drug abuse.

**11.1.2 General Policies -- Purpose**

- The use of illegal drugs and the abuse of legal drugs and alcohol in the workplace are a significant danger. Such use impairs safety and health, promotes crime, lowers workers' productivity and the quality of work, as well as undermining public confidence in the work City employees undertake.
- 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 be fit for duty when they report for work.
- Under the federal and state Drug-Free Workplace Acts, 41 USC §701, *et seq.* and 30 ILCS 580/1, *et seq.*, it is appropriate for the City to adopt this Policy in order to be considered as a "reasonable source" for the award of federal or state contracts or as a grantee of federal or state grant funds. It is the policy of the City to take all reasonable steps to ensure a workplace free of illegal drugs and to strictly prohibit employees, in the workplace or while otherwise conducting City business, from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances, being under the influence of alcohol or other intoxicating substance, or abusing any drug although legally obtained by not using the drug for prescribed purposes or not taking the drug according to prescribed dosages.
- Employees have the right to know the dangers of drug and alcohol abuse in the workplace, the City's Policy about such use, and the availability of help to combat drug and alcohol problems. The City will maintain an educational program for all employees concerning the dangers of drug and alcohol abuse in the workplace.

- To assist employees in overcoming drug and alcohol abuse problems, the City may offer rehabilitative help through the City's Employee Assistance Program.
- Even though the City may provide assistance programs, employees are at all times fully responsible and accountable for their actions.
- Except as provided herein and in accordance with the provisions of the Fair Labor Standards Act, any employee violating this Policy is subject to discipline, up to and including termination, for the first offense. Criminal behavior may be prosecuted to the full extent of the law.

#### 11.1.3 Specific Policies and Prohibitions

- Employees are strictly prohibited from possessing, consuming or using any illegal drugs or controlled substances as defined in this policy, or any prescribed or over the counter drug or medication that has been illegally obtained or is being used in an improper manner. "Controlled substances" include, but are not limited to marijuana, cocaine, opiates, phencyclidine, and amphetamines.
- The City further prohibits all employees from being impaired by or consuming alcohol, drugs, or any combination thereof, in the workplace, or at any time during the workday.
- The workplace includes but is not limited to any City work site, vehicles, parking areas, buildings, any non-City owned property where the employee is present on City business, or wherever the employee may be located during a work shift.
- The workday includes any time during a work shift, including meal and rest periods.
- Every employee will report to his or her supervisor any known or anticipated adverse side effects of medication or prescription drugs that he or she is taking that will interfere with the ability to perform job duties safely. The employee need not disclose the underlying medical condition or prescription drug but must disclose job-related restrictions.
- The City Manager or his/her designee will provide supervisory training to assist in identifying and addressing alcohol and drug use by employees.
- Any employee violating a criminal drug statute in a City workplace will inform the City of any conviction, guilty pleas or findings, and orders of supervision, probation or conditional discharge on such drug charges, or reduced charges, within five (5) days after the plea or order is entered.

- Pursuant to The Drug-Free Workplace Act, the City Manager or his designee will notify the appropriate federal or state contracting or granting agency within ten (10) days after receiving such notice from an employee or otherwise receiving notice of such a conviction.
- The city may offer participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline to those employees violating a criminal drug statute in a city workplace.
- If such a program is offered to, and accepted by the employee, then the employee must satisfactorily participate in the program and enter into a "Last Chance Agreement" in a form approved by the City Attorney as a condition of continued employment.
- It shall be the city's policy to discipline or terminate any employee who violates any of the specific policies and prohibitions enumerated above. As an alternative to termination, and at the sole discretion of the department Director and the HR Director, the city may offer participation in an approved rehabilitation or drug-use assistance-program as an alternative to termination. The decision to offer such a program shall not be automatic and will be made on a case-by-case basis.

#### 11.1.4 Employee Requests for Assistance

- The city strongly encourages employees with drug or alcohol problems to seek professional help. The city will not discriminate or retaliate against an employee who "voluntarily" comes forward to request assistance for such a problem. Seeking assistance, however, does not insulate an employee from discipline for violations of city rules, failure to fulfill obligations under an employee assistance/treatment program, or for future violations of city rules. Employees seeking assistance may also be subject to random testing during and for 18 months following successful completion of an employee assistance program.
- Subject to the City's and the Department's leave of absence policies, the City may grant the employee a leave of absence for a period of up to thirty (30) days to complete primary treatment. An employee will otherwise be allowed to use all accrued sick leave, vacation and personal time off while attending a treatment program, and will be granted FMLA leave (to the extent applicable) or an unpaid leave of absence to complete such program after exhausting such paid time off. The City's obligation to pay for treatment for alcohol/substance abuse will be limited to services provided by the City's medical insurance plan.
- Subject to the Department Director's approval, the employee will have the option to use accumulated paid leave or take an unpaid leave of absence during treatment.
- The employee will be returned to regular work duties only with the recommendation of the EAP counselor and after successful completion of a return-to-service medical

examination, including testing negative for alcohol and drugs, and follow-up testing if recommended by the EAP counselor.

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

#### 11.1.5 Impairment While On-Duty -- Legal Drugs and Alcohol

- ♦ Subject to the second bullet point of this Section ("Last Chance Agreement" subsection), an employee will be subject to discipline up to and including termination where:
  - The employee is on-duty;
  - Either the employee's ability to perform his or her duties is impaired, or the employee tests positive on both the initial and Confirmatory Tests for abuse of prescription drugs, or tests  $\geq .02\%$  or more blood alcohol content (\*note: consult appropriate collective bargaining agreement for specific restrictions that may be different and which supersede this policy manual); and
  - In the case of legal drug use, the employee has failed to report to his/her supervisor any known or reasonably anticipated impairment from the drug use, prior to injecting, ingesting, or otherwise taking the drug(s), or prior to beginning the work shift, whichever occurs last.
- ♦ As an alternative to termination, and at the sole discretion of the department Director and the HR Director, the city may in the first instance of violation of the policy above, offer the employee help through the city's Employee Assistance Program (EAP), provided the employee:
  1. Enters into a "Last Chance Agreement" in a form approved by the City Attorney;
  2. Agrees to comply with all of the terms and conditions of the treatment program; and,
  3. Agrees to be tested for drugs and alcohol on a random basis at any point during the treatment program before returning to work, and for a period of three (3) years thereafter.

The decision to offer this alternative to termination shall not be automatically granted and shall be made on a case-by-case basis.

- ♦ Subject to the City's and the Department's leave of absence policies, the City may grant the employee a leave of absence for a period of up to thirty (30) days to complete primary treatment.

- An employee will otherwise be allowed to use all accrued sick leave, vacation, PTO and personal time off while attending a treatment program, and will be granted FMLA leave (to the extent applicable) or an unpaid leave of absence to complete such program after exhausting such accrued paid time off as described here. The City's obligation to pay for treatment for alcohol/substance abuse will be limited to services provided by the City's medical insurance plan.
- The employee will return to regular work duties only with the recommendation of the Substance Abuse Professional (SAP) and after successful completion of a return-to-service medical examination, including testing negative for alcohol and drugs and follow-up testing if recommended by the SAP.
- Employees may request assistance pursuant to this Section not more than once within any ten (10) year period (Consult department collective bargaining agreements for possible differences in this timeline.)
- Referrals to the EAP will be confidential to the extent allowed by law.
- This Section will not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents the employee from performing his or her duties or that such active status constitutes a direct threat to the property or safety of others.
- If discipline is imposed, the degree of discipline may be based on the circumstances surrounding the violation of this Policy, the employee's work history and current performance levels, past violations of employment policies and an overall review of the employee's work records. However, the City reserves the right to impose any discipline it deems appropriate to maintain a drug-free workplace.

#### **11.1.6 Impairment While On-Duty – Illegal Drugs**

- An employee will be subject to discipline up to and including termination where:
  - An employee is on-duty, and either
  - The employee uses, possesses, sells, delivers, purchases or manufactures illegal drugs, or
  - The employee's ability to perform his or her duties is impaired through the use of illegal drugs, or

- The employer has reasonable suspicion that the employee is impaired through the use of alcohol or drugs, and the employee tests positive on both the Initial and Confirmatory tests for illegal drugs.
- As an alternative to termination, and at the sole discretion of the department Director and the HR Director, the city may in the first instance of violation of the policy above, offer the employee help through the city's Employee Assistance Program (EAP), provided the employee:
  1. Enters into a "Last Chance Agreement" in a form approved by the City Attorney;
  2. Agrees to comply with all of the terms and conditions of the treatment program; and,
  3. Agrees to be tested for drugs and alcohol on a random basis at any point during the treatment program before returning to work, and for a period of three (3) years thereafter.

The decision to offer this alternative to termination shall not be automatically granted and shall be made on a case-by-case basis.

- Subject to the City's and the Department's leave of absence policies, the City will grant the employee a leave of absence for a period of up to thirty (30) days to complete primary treatment. An employee will otherwise be allowed to use all accrued sick leave, vacation, PTO and personal time off while attending a treatment program, and will be granted FMLA leave (to the extent applicable) or an unpaid leave of absence to complete such program after exhausting such paid time off. The City's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the City's medical insurance plan.
- The employee will return to regular work duties only with the recommendation of the Substance Abuse Professional (SAP) and after successful completion of a return-to-service medical examination, including testing negative for alcohol and drugs and follow-up testing if recommended by the SAP.
- Employees may only voluntarily request assistance pursuant to this Section one time and one time only.
- Referrals to Substance Abuse Professionals will be confidential to the extent allowed by law.
- This Section will not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his or her duties or that such active status constitutes a direct threat to the property or safety of others.

#### **11.1.7 Drug and Alcohol Testing Permitted**

- Upon reasonable suspicion to believe that an employee is under the influence of, or impaired by, legal or illegal drugs, alcohol, any combination thereof, or has alcohol or illegal drugs in his or her possession or body system, or following an accident as defined under Definitions, the City will have the right to require the employee to submit to alcohol or drug testing as set forth in this Policy.
- Any employee's refusal to submit to alcohol or drug testing, or refusal to consent to the release of test information to the City, or refusal to otherwise cooperate in the administration of drug or alcohol testing will subject the employee to immediate suspension without pay and further discipline up to and including termination of employment.
- Except as required under federal law, there will be no random or unit-wide testing of City employees. The City may, however, require random drug and alcohol testing for up to twelve (12) months for employees who have successfully completed a treatment program.

#### **11.1.8 Order to Submit to Testing**

- Where an employee is ordered to submit to testing authorized pursuant to this Policy, the City will provide the employee, within 48 hours after the testing, with a written copy of the order, which will set forth a general statement of the basis of the order to test.
- The employee will not waive any objection or rights that he or she may have by submitting to testing as ordered.

#### **11.1.9 Drug Tests and Procedures**

- Any employee ordered to submit to drug testing pursuant to this Policy will be subject to testing for drugs in accordance with the procedures specified in 49 CFR Part 40, as amended from time to time.
- Urine testing will consist of an initial screening and a confirmatory test.
  - The initial sample screening will be an Enzyme Multiple Immunoassay Test (EMIT).
  - If the initial screening results in a positive finding for one or more of the above-specified drugs or their metabolites, then the sample will then be tested by Gas Chromatography/Mass Spectrometry (GC/MS).

- A sufficient sample of urine or breath will be collected to allow for initial screening, a confirmatory test and an adequate reserve for later testing if requested or required.
- All procedures at a breath or urine collection site will be conducted in accordance with adopted standards and procedures pursuant to 49 CFR Part 40, as amended from time to time.
- If the employee does not provide an adequate sample within three (3) hours after the first unsuccessful attempt, the employer will direct the employee to obtain an evaluation from a licensed physician acceptable to the City concerning the employee's inability to provide an adequate urine sample.
- An employee who tests positive for illegal drugs or prescription drugs without a prescription, or in excess of a prescribed dosage will not be paid for time missed from work, subject to any requirements of the Fair Labor Standards Act.
- An employee who tests negative for illegal drugs or prescription drugs beyond a prescribed dosage will be paid for time missed from work.

#### 11.1.10 Alcohol Tests and Procedures

- If the employee attempts and fails to provide an adequate breath sample, the Breath Alcohol Technician (BAT) will make note of that fact and immediately inform the City's Human Resources Director or his or her designee, who will direct the employee to obtain, as soon as practical after the attempted breath test, an evaluation from a licensed physician acceptable to the City concerning the employee's medical ability to provide an adequate amount of breath.
- An employee will be presumed not to be under the influence of alcohol if the test result indicates a breath alcohol concentration of less than .02.
- In any case where a breath alcohol test is performed for possible use in a City disciplinary action and the result is .02 or more breath alcohol concentration, the employee will promptly be given the opportunity to provide a breath sample at an independent medical facility for analysis by a competent Department of Health and Human Services (DHHS) certified laboratory.
  - If requested by the employee, the City will provide the employee with transportation to an independent DHHS certified laboratory located within fifteen (15) miles of the City.

- A breath test performed at an employee's request will be at the employee's sole cost and expense.
- The BAT will transmit breath alcohol test results in excess of .02 only to the City's Human Resources Director in a confidential manner.
- Alcohol concentration will mean either grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath.

#### 11.1.11 Medical Review Officer

- The laboratory results of any employee drug test ordered pursuant to this policy will be reported only to the City's Medical Review Officer (MRO).
- The MRO will be a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's failed attempt to take drug or alcohol tests. The MRO will also have sufficient training to interpret confirmed positive drug test results considering the employee's medical history and any other relevant biomedical information.
- Before the MRO reports any confirmed positive test result from an employee drug test to the City, the MRO will review the test result to determine if there is a reasonably possible alternate medical cause for the positive result.
- The MRO will report the positive test results to the employee and give him or her the opportunity to provide a list of all medications or drugs he or she is taking according to a physician's order.
- The MRO will review all records made available by the employee to determine whether the positive indication could have reasonably been caused by the use of drugs according to a physician's order.
- In cases of final determinations that indicate the presence of illegal drugs or a drug level exceeding that set forth in Section 11.1.12 of this Policy, the MRO will report the results of the drug tests to the City's Human Resources Director, and will also provide a copy of the confirmed test results to the employee.
- Test results that are not positive will be deemed "negative," reported as a final negative determination, and will also be communicated to the City's Human Resources Director through the MRO. The MRO will promptly transmit a negative finding to the employee or prospective employee as well.

- Where the MRO provides the City with negative test results, all such results, including results involving medical use or administration of controlled substances, will be transmitted to the City's Human Resources Director over the MRO's signature in a manner that does not disclose medical use of drugs that is permitted by the City's policies.
- Except as provided in this Policy, the MRO will not disclose any medical information provided by the employee to the MRO as part of the testing verification process to any third party.
- The Human Resources Director will communicate the MRO's report to the Department Director who ordered the drug test.

#### 11.1.12 Positive Test Results

- A drug test will be deemed positive if it indicates the presence of any illegal drug, or any drug levels in excess of the following standards:

	Initial Test Level (ng/ml) (Screening)	Confirmation Level
Marijuana Metabolites	50 ng	15 ng
Cocaine Metabolites	300 ng	150 ng
Opiates	2000 ng	2000 ng
Phencyclidine (PCP)	25 ng	25 ng
Amphetamines	1000 ng	500 ng

- When an employee fails to provide the MRO with verification that the presence of drugs in a confirmed test sample is caused by the lawful use of drugs, an employee will be presumed to have tested positive.
- Upon the employee's request, full information concerning the test or tests will be made available to the employee, his or her attorney, or union representative.
- Any additional or alternative tests must be requested by the employee within seventy-two (72) hours after notification of the positive result by the MRO. Such tests will be conducted at the employee's own expense, and will be inadmissible as evidence at any disciplinary hearing on the issue of drug or alcohol intoxication unless the test result is certified accurate by a DHHS certified laboratory and the tester is available for cross-examination at the hearing.

#### 11.1.13 Confidentiality of Test Results

- Any laboratory reporting results of medical or drug tests performed at the City's direction will report those results only to the City's designated MRO.

## 11.2 DOT DRIVER DRUG AND ALCOHOL TESTING POLICY

### 11.2.1 Introduction

DOT Regulations require the City of Naperville (the "City") to have a policy against alcohol misuse and drug use by drivers of commercial motor vehicles (i.e., individuals who are required to possess a Commercial Driver's License, or "CDL"). In addition, the City has established certain rules regarding alcohol and drugs that are based on its independent authority as an employer. This policy, in addition to the City's other drug and alcohol policies, applies to all applicants for positions requiring a CDL and to all employees who are required to maintain a CDL.

The City encourages drivers with drug and alcohol problems to seek help before they become subject to discipline for violating this or other City policies. Such individuals will be accommodated by the City to the extent required by applicable law.

### 11.2.2 Definitions

"Accident" means an occurrence on City property or a public road involving a City vehicle that results in: (1) a fatality; or (2) a driver receiving a citation for a moving traffic violation and (a) bodily injury to a person who immediately receives emergency medical treatment away from the accident scene or (b) disabling damage to a vehicle that requires the vehicle to be towed away from the accident scene. Drivers should immediately tell their supervisors about every accident, even if the accident does not meet this definition.

"Adulterated specimen" means a urine specimen that contains a substance that is not normally present in human urine, or contains a substance that is normally present but is at a concentration so high that it is not consistent with human urine.

"Alcohol" means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl or isopropyl alcohol. The term includes beer, wine, spirits and medications such as cough syrup that contain alcohol.

"Commercial Motor Vehicle" means a City truck, bus or other motor vehicle for which a commercial driver's license is required and which has a weight rating of 26,001 pounds or more; a vehicle of any size used in the transportation of hazardous material; or a vehicle designed to transport 16 or more persons, including the driver.

"Dilute specimen" means a urine specimen which has creatinine and specific gravity values that are too low to meet DOT standards.

"Driver" means any person who operates a City commercial motor vehicle and is required to maintain a commercial driver's license.

"Drug" means marijuana, cocaine, opiates, amphetamines, phenacyclidine, prescribed medications, and all controlled substances listed in Schedules I-V of 21 U.S.C. § 812 and 21 C.F.R. Part 1308.

"Drug test" means a test for marijuana, cocaine, opiates, amphetamines and phenacyclidine.

"Medical Review Officer" or "MRO" is a licensed physician who has knowledge, training, and clinical experience regarding substance abuse disorders and who will, among other things, review drivers' positive drug test results and evaluate any medical explanations for such results.

"Performing a safety-sensitive function" means any and all times when a driver is actually working or required to be ready to work until the time the driver is relieved from work and all responsibility for performing work.

"Refuse to cooperate" means to obstruct the collection or testing process. It includes not promptly proceeding to a collection site and providing specimens when told to do so, failing to remain at the testing site until testing is complete; providing an adulterated, diluted or substituted urine specimen; failing to cooperate with a properly-observed or monitored collection; failing to attempt to provide specimens; failing to promptly provide breath or urine specimens sufficient for testing, unless a legitimate medical explanation is established; failing to cooperate in a medical examination or evaluation directed by the City; failing to sign Step 2 of the DOT Breath Testing Form; and any other conduct which obstructs or interferes with testing.

"Substance abuse professional" or "SAP" is a licensed physician or licensed or certified social worker, psychologist, employee assistance professional, or drug and alcohol counselor who has knowledge and training regarding drivers' violations of DOT drug and alcohol regulations and makes recommendations regarding employee treatment, education, follow-up testing, return to duty, and aftercare.

"Substituted specimen" means a urine specimen that has creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

"Test positive for alcohol" means to take an alcohol test that results in an alcohol concentration of .02 or more (grams of alcohol per 210 liters of breath) for purposes of DOT regulations.

"Test positive for drugs" means to take a drug test that results in a concentration of marijuana, cocaine, opiates, amphetamines, or phenacyclidine, or their metabolites, that exceeds the cutoff levels that are set forth in 49 C.F.R. Part 40 and are subject to change by the U.S. government.

### 11.2.3 Prohibitions

- Drivers may not report for or remain on duty requiring the performance of a safety-sensitive function if they:
  - have an alcohol concentration of .02 or more; or
  - are using any drug (unless the use is pursuant to instructions by their doctors or other licensed health care professionals that it will not adversely affect their ability to operate a Commercial Motor Vehicle (CMV) safely).<sup>1</sup>
- Drivers may not perform a safety-sensitive function if they are using alcohol or have used alcohol during the prior four (4) hours.
- Drivers may not use alcohol for eight (8) hours after an accident involving a City CMV unless they have taken a post-accident test.
- Drivers may not refuse to cooperate in a drug or alcohol test required by this policy or DOT rules.

Drivers also remain subject to all other applicable state and federal motor carrier safety rules and regulations and other City rules, including but not limited to rules prohibiting using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring illegal drugs while on City premises.

### 11.2.4 Employee Requests for Assistance

- The City strongly encourages employees with drug or alcohol problems to seek professional help. The City will not discriminate or retaliate against an employee who "voluntarily" comes forward to request assistance for such a problem. Seeking assistance, however, does not insulate an employee from discipline for violations of City rules, failure to fulfill obligations under an employee assistance/treatment program, or for future violations of City rules. Employees seeking assistance may also be subject to random testing during and for 18 months following successful completion of an employee assistance program.
- Subject to the City's and the Department's leave of absence policies, the City may grant the employee a leave of absence for a period of up to thirty (30) days to

<sup>1</sup> Every time a driver is prescribed or given a drug or medication, the driver must verify with his/her doctor or other licensed health care professional that it will not adversely affect his/her ability to drive safely. A driver's failure to verify that his/her use of prescribed drugs or medications will not adversely affect his/her ability to drive safely may result in appropriate disciplinary action up to and including termination of employment (pursuant to the City's independent authority, and subject to any applicable collective bargaining agreement provisions regarding discipline).

complete primary treatment. An employee will otherwise be allowed to use all accrued sick leave, vacation and personal time off while attending a treatment program, and will be granted FMLA leave (to the extent applicable) or an unpaid leave of absence to complete such program after exhausting such paid time off. The City's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the City's medical insurance plan.

- Subject to the Department Director's approval, the employee will have the option to use accumulated paid leave or take an unpaid leave of absence during treatment.
- The employee will be returned to regular work duties only with the recommendation of the RAP counselor and after successful completion of a return-to-service medical examination, including testing negative for alcohol and drugs, and follow-up testing if recommended by the RAP counselor.
- Employees may request assistance pursuant to this Section not more than once within any three (3) year period, nor more than twice within any ten (10) year period.

#### 11.2.5 Circumstances Under Which Drivers Are Subject to Testing

- **Pre-employment:** Applicants for driver positions (including current employees) must pass a drug test before performing a safety-sensitive function. Applicants must also authorize prior employer(s) to disclose positive test results and refusals to cooperate.
- **Post-accident:** If a driver is in an accident involving a City commercial motor vehicle (CMV) that results in a fatality, or is ticketed after an accident that results in bodily injury to a person who immediately receives emergency medical treatment away from the accident scene or damage to a vehicle that requires the vehicle to be towed away from the accident scene, the driver must take an alcohol test within two (2) hours and a drug test within thirty-two (32) hours. The driver must notify his/her direct supervisor as soon as safely possible after any such accident.
- **Random:** Each year, at least 10% of the City's drivers will have to take random alcohol tests; at least 50% will have to take random drug tests. These tests will be unannounced, spread throughout the year, and all drivers will have an equal chance of selection.
- **Reasonable Suspicion:** If a driver is reasonably suspected by a trained supervisor of using drugs or alcohol in violation of the prohibitions set forth above, the driver must take a drug and/or alcohol test.
- **Return-to-duty and follow-up:** Before a driver can return to work following a positive drug and/or alcohol test, the driver must take and pass another drug and/or alcohol test. The driver will also have to take unannounced follow-up tests for at

least one (1) year, at least six (6) times during that year, and would still be subject to random selection. (The driver may have to take them for five (5) years as established by a substance abuse professional.)

- These tests are MANDATORY.

#### 11.2.6 Consequences of Positives and Violations

- If a driver tests positive or violates the prohibitions set forth above, the driver will be immediately removed from the performance of any safety-sensitive functions, advised of available resources for evaluating and resolving alcohol and drug problems, and referred to the SAP. Depending on the circumstances, the driver may also be subject to appropriate disciplinary action up to and including termination of employment (pursuant to the City's policy, and subject to any applicable collective bargaining agreement provisions regarding discipline). If a driver tests positive or violates the prohibitions set forth above, but is not reinstated or discharged, the driver must provide documentation from the SAP that he/she is successfully participating in and/or has completed any and all treatments, evaluations, consultations, and rehabilitation programs, and pass return-to-duty tests, before the driver can return to duty.
- If a driver takes an alcohol test that results in an alcohol concentration of .02 or more, but less than .04, the driver will immediately be removed from the performance of safety-sensitive functions for at least twenty-four (24) hours, or the start of the driver's next regular shift (whichever is later). Depending on the circumstances, the driver may also be advised of available resources for evaluating and resolving drug-alcohol problems, be referred to the SAP, and/or disciplined, up to and including discharge (pursuant to the City's independent authority, and subject to any applicable collective bargaining agreement provisions regarding discipline).
- If a test is canceled or invalid, a driver will not be disciplined because of the test results.
- Applicants who fail or refuse to cooperate in a pre-employment drug test will not be hired and, pursuant to the City's independent authority, will not be allowed to reapply for six (6) months.
- In the first such instance of an employee testing positive on both the Initial and Confirmatory tests for alcohol or drugs, he or she shall be subject to termination from employment.

As an alternative to termination, and at the sole discretion of the department Director and the HR Director, the city may in the first instance of violation of the policy above, offer the employee help through the city's Employee Assistance Program (EAP), provided the employee:

1. Enters into a "Last Chance Agreement" in a form approved by the City Attorney;
2. Agrees to comply with all of the terms and conditions of the treatment program; and,
3. Agrees to be tested for drugs and alcohol on a random basis at any point during the treatment program before returning to work, and for a period of three (3) years thereafter.

The decision to offer this alternative to termination shall not be automatically granted and shall be made on a case-by-case basis.

- Subject to the City's and the Department's leave of absence policies, the city will grant the employee a leave of absence for a period of up to thirty (30) days to complete primary treatment. An employee will otherwise be allowed to use all accrued sick leave, vacation, PTO and personal time off while attending a treatment program, and will be granted FMLA leave (to the extent applicable) or an unpaid leave of absence to complete such program after exhausting such paid time off. The City's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the City's medical insurance plan.
- The employee will return to regular work duties only with the recommendation of the Substance Abuse Professional (SAP) and after successful completion of a return-to-service medical examination, including testing negative for alcohol and drugs and follow-up testing if recommended by the SAP.
- The city will not grant more than one "Last Chance Agreement" to an employee during his or her employment with the city.
- Referrals to Substance Abuse Professionals will be confidential to the extent allowed by law.
- This Section will not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his or her duties or that such active status constitutes a direct threat to the property or safety of others.

#### **11.2.7 Suspensions and Violations**

Drivers who have their CDL suspended, revoked or canceled or who are disqualified or lose their right to operate a CMV for any period of time, must notify the Human Resources Department before the end of the business day following the day the driver receives notice of the suspension, revocation, cancellation, disqualification or lost privilege.

Drivers who are convicted of violating a state or local law relating to motor vehicle traffic control (other than parking violations) must notify the Human Resources Department within ten (10) days after the date of conviction.

Drivers who fail to notify the City that their driver's licenses have been suspended, revoked or canceled, that they are disqualified or have lost their right to operate a CMV for any period of time, or that they have been convicted of violating a state or local law relating to motor vehicle traffic control (other than parking violations), may be subject to appropriate disciplinary action up to and including termination of employment (pursuant to the City's policy, and subject to any applicable collective bargaining agreement provisions regarding discipline).

Drivers who are convicted of driving a CMV under the influence of alcohol or drugs, leaving the scene of an accident involving a CMV, or a felony involving the use of a CMV, will be disqualified from driving a CMV for at least one year. Depending on the circumstances, the driver may also be subject to appropriate disciplinary action up to and including termination of employment (pursuant to the City's policy, and subject to any applicable collective bargaining agreement provisions regarding discipline).

#### 11.2.8 Summary of Alcohol Collection and Testing Procedures

All laboratories that conduct alcohol testing for drivers of a CMV are expected to comply with federal testing procedures (49 C.F.R. § 40.81).

- A screening test will be done first. If the screen test result is less than .02, the driver will have passed the alcohol test, and the technician will notify the City in a confidential manner.
- If the screening result is .02 or greater, the driver will have to take a confirmation test after waiting 15 minutes. During that waiting period, the driver should not eat, drink, put anything in his/her mouth, or belch (to prevent an accumulation of mouth alcohol that may lead to an artificially high reading).
- Before the confirmation test, the BAT will run an air blank test on that EBT to ensure that the EBT is working correctly.
- For the confirmation test (same as for the screening test), the driver must exhale into a mouthpiece until the BAT directs the driver to stop. The BAT will then show the driver the displayed and printed results. The results of the confirmation test, not the screen test, are determinative, and will be communicated by the technician to the City in a confidential manner. A result under .02 means the driver passed. If the result is .02 or more, or the driver refuses to cooperate, the driver is subject to the CONSEQUENCES described in Section 11.2.7.
- If the driver fails to provide a sufficient breath specimen, the technician will direct the driver to try again. If the driver still does not provide an adequate specimen, the

failure will be noted on the Alcohol Testing Form, testing will stop, and the City will be notified. The driver then will be sent for an evaluation by a licensed physician who is acceptable to the City and has expertise in the medical issues raised by the driver's failure to provide a sufficient specimen. The driver must obtain the evaluation within five (5) days. If the physician reports to the City that a legitimate medical condition has, or it is highly probable that it could have prevented the driver from providing a sufficient specimen, the test will be canceled. If there is not an adequate basis for determining that a legitimate medical explanation has or could have prevented the driver from providing a sufficient specimen, the driver will be deemed to have refused to cooperate.

- For positive results, all information that the substance abuse professional obtains through the alcohol testing evaluation that is unrelated to the driver's use of illegal drugs or alcohol will be kept confidential and will not be disclosed to the City.

#### **11.2.9 Times When Drivers Are Required to Comply With This Policy**

DOT regulations require drivers to be in compliance in connection with their performance of safety-sensitive functions. A driver may be directed to take a random, reasonable suspicion, or follow-up alcohol test while the driver is performing a safety-sensitive function, or just before and just after performing such a function. A driver may be required to take drug tests and other alcohol tests at anytime.

#### **11.2.10 Summary of Drug Testing Collection and Procedures**

- If a driver is subject to drug testing, the driver will be sent or escorted to a City designated collection site where the driver will have to verify his/her identity and otherwise cooperate in the site's normal urine specimen collection procedures. The driver's urine specimen will be collected by a trained collection site person ("CSP") in accordance with DOT regulations, using a Drug Testing Custody and Control Form ("CCF"). The employee should ensure that the entries on the CCF are accurate and that his/her specimen is identified with the same number as appears on the CCF.
- The driver will be given a wrapped or sealed collection container and allowed to provide a urine specimen in private unless: the driver submits a specimen which is outside of the acceptable 90 degree to 100 degree temperature range; the driver has attempted to tamper with a specimen; the driver's original test result was canceled because the test of the split specimen could not be performed or the driver's prior specimen was invalid.
- If the driver does not provide a large enough specimen (at least 45 ml), the CSP will discard the specimen (except where the specimen was out of the acceptable temperature range or showed evidence of tampering), direct the driver to drink up to forty (40) ounces over a period of up to three (3) hours, or until the driver provides an adequate specimen, whichever occurs first. Refusal to drink is not considered a refusal to test, although a sample must be produced by the end of the three hour

waiting period. If the driver still does not provide an adequate specimen, testing will stop and the driver will be directed to obtain an evaluation by the MRO or a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the driver's failure to provide a sufficient specimen. The driver must obtain this evaluation within five (5) days. If the MRO determines, or the physician reports to the MRO, that a medical condition has, or it is highly probable a legitimate medical condition could have, prevented the driver from providing a sufficient specimen, the test will be canceled, and no further action will be taken. If there is not an adequate basis to determine that a medical condition has, or it is highly probable that a medical condition could have, prevented the driver from providing a sufficient specimen, the driver will be deemed to have refused to cooperate.

- If the driver refuses to attempt to provide a new specimen, the CSP will terminate the collection and notify the City that the driver has refused to cooperate.
- If the driver provides a urine specimen that has a temperature outside the acceptable range or 90 to 100 degrees Fahrenheit or shows signs of tampering, the driver will have to provide a new specimen under (same gender) direct observation.
- If the driver does provide an adequate specimen, it will be poured into two containers, which will be sealed and labeled with a unique specimen number in the driver's presence. The driver then will be told to initial the specimen containers. The driver and the CSP also will fill out and sign portions of the CCF that identifies the driver and the driver's specimen.
- Both specimen containers will be sent in a sealed plastic bag to a federally-certified laboratory for analysis. The lab will check the CCF and the driver's specimen for any correctable or fatal flaws. The lab will also conduct validity testing to determine if a primary specimen is adulterated, dilute, or substituted. If the specimen is suitable for testing, the lab will run a screen test on it. If the screen test is negative, the lab will report the driver has passed the drug test. If the screen test is positive, the lab will confirm the driver's specimen using gas chromatography/mass spectrometry. The lab will send the test results to the MRO.
- After completing the medical review process, the MRO will disclose the final test results to the City. The driver can get a copy of the results from the City.

#### **11.2.11 Confidentiality**

Information and records relating to drivers' test results and medical information will be kept confidential and maintained in files separate from drivers' personnel files. Such records and information may be disclosed to drivers or any other third party designated in writing by a driver, the MRO, an SAP, a physician or other health care provider responsible for determining the medical qualifications of a driver under a DOT safety regulation, to and among the City's employees or officials on a need to know basis, to the decision maker in a

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grievance, administrative proceeding, lawsuit, or other legal proceeding, the DOT, the National Transportation Safety Board, or as required or otherwise permitted by law.

**11.2.12 Effects and Dangers of Alcohol Misuse and Drug Use**

Alcohol misuse and drug use have a number of serious and harmful effects on health, work and personal life. Those effects are summarized in Appendix 1, which follows this page.

**11.2.13 Intervening**

If you suspect that a co-worker may have an alcohol or drug problem, we encourage you to contact the Human Resources Department or the EAP. Fellow drivers should also consider enlisting the problem driver's friends or family to help confront the driver.

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**APPENDIX 1 TO THE DOT DRIVER POLICY  
SIGNS AND SYMPTOMS OF A DRUG OR ALCOHOL PROBLEM**

Drugs and alcohol can result in work-related problems such as absenteeism and tardiness, lower productivity, missed deadlines, poor work quality, unsafe driving, increased injuries and accidents, and loss of a driver's license.

People misusing alcohol and using illegal drugs may experience a number of behavioral problems. Examples include problems relating to or communicating with co-workers and customers, refusing to accept directives from supervisors or other authority figures, sudden changes in attitude, mood or work performance, and changes in personal appearance and hygiene. Drugs and alcohol misuse can also result in a number of health problems like headaches or chronic respiratory infections.

Evidence of use can include paraphernalia such as pipes, syringes, foil packets, pills, pill bottles, powders and empty alcohol containers. Physical signs and symptoms of use can include:

- marijuana and alcohol odors
- hangovers
- droopy eyelids, bloodshot eyes, dilated or pinpoint pupils
- nosebleeds, excessive sniffing, chronic sinus problems, nasal sores
- needle tracks or blood spots on shirt sleeves
- tremors, racing or irregular heartbeats
- slowed, slurred or incoherent speech
- coordination problems
- fatigue, lethargy and sleepiness
- depression or anxiety
- neurotic or psychotic behavior
- slow, delayed or erratic decision-making and reactions
- jitters, hand tremors or hyperexcitability
- loss of concentration or memory

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**APPENDIX 2 TO THE DOT DRIVER POLICY**

**LIST OF LOCAL AREA AGENCIES,  
TREATMENT PROGRAMS, AA/NA GROUPS**

**NAME:** Linden Oaks Hospital at Edward  
**ADDRESS:** 852 South West Street, Naperville, IL 60540  
**PHONE NO:** (630) 305-5500

**NAME:** Narcotics Anonymous  
**ADDRESS:** (Website) [www.chicagoaa.org](http://www.chicagoaa.org)  
**PHONE NO:** (Helpline) (708) 848-4884

**NAME:** Alcoholics Anonymous  
**ADDRESS:** (Website) [www.chicagoaa.org](http://www.chicagoaa.org)  
**PHONE NO:** (312) 346-1475 (Chicago) OR (630) 355-2622 (Naperville/Bolingbrook) OR  
(630) 653-6556 (Glen Ellyn/Wheaton)  
OR (630) 887-8671 (Downers Grove/Westmont)

**NAME:** ComPsych (BAP)  
**ADDRESS:** (Website) [www.GuidanceResources.com](http://www.GuidanceResources.com) (Company ID: NAP503)  
**PHONE NO:** 1-800-272-7255

**CERTIFICATE OF RECEIPT**

I, \_\_\_\_\_, certify that I have received a copy of the City's DOT Driver Drug and Alcohol Policy, which summarizes the City's policy against alcohol misuse and drug use by drivers of commercial motor vehicles. I have been told to read the policy along with the City's Drug-Free Workplace Policy, to which I am also subject, and urged to contact the Human Resources Department if I have any questions. I agree to comply with this policy's terms as a condition of my continued employment, including my right to drive the City's commercial motor vehicles.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AUTHORIZATION FOR RELEASE OF ALCOHOL  
AND CONTROLLED SUBSTANCES TEST INFORMATION**

I, \_\_\_\_\_, authorize \_\_\_\_\_, to release all information and documentation maintained by it regarding my alcohol tests with a concentration result of .02 or greater, positive controlled substances tests results, and refusals to be tested, within the preceding two years, to the Human Resources Department.

By executing this form, I release and hold harmless the City of Naperville and their directors, officers and agents from any and all liability that may arise due to the disclosure of information and documentation as authorized herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

## ACCIDENT INSTRUCTIONS FOR DRIVERS

The City values safety and accident-free driving. Study this form, keep it in your vehicle and refer to it after an accident.

**IF YOU ARE IN AN ACCIDENT THAT RESULTS IN A DEATH, AN INJURY TO ANY PERSON, OR ANY PROPERTY DAMAGE, DO THE FOLLOWING:**

Stop immediately.

Take all necessary precautions to prevent further accidents.

Give all reasonable assistance to injured persons. Do not move them if likely to cause further injury. If you or anyone else is seriously injured and needs immediate medical treatment, get it immediately.

If requested, tell all law enforcement officials and any other drivers involved in the accident your name and address, our name and address, the vehicle's registration number and show them your driver's license.

Report the accident to your supervisor or the Human Resources Department as soon as practicable.

While you may leave the accident to obtain assistance or emergency medical care, or to notify us or the police, return to the scene if you can.

**YOU MAY HAVE A DUTY TO TAKE ALCOHOL AND DRUG TESTS.** You will have such a duty if a law enforcement official directs it or the occurrence meets the definition of an "ACCIDENT." An ACCIDENT is an occurrence involving a vehicle that results in a fatality or for which you receive a citation and, either someone receives an injury requiring immediate medical treatment away from the scene or, a vehicle is disabled by damage so that it cannot be driven away in its normal manner after simple repairs. (If the damage can be fixed without special tools or parts, or merely involves damage to a tire, headlights, taillights, turn signals, horn or windshield wipers, testing may not be required.)

**IF YOU ARE SUBJECT TO TESTING UNDER DOT RULES, YOU SHOULD BE TESTED WITHIN 2 HOURS OF THE ACCIDENT.** If you are seriously injured, have been drinking or using drugs, or cannot safely get to a collection site, you must tell your supervisor and you may not continue to drive. Someone will come and escort you to the collection site. If both you and your vehicle are fit to drive safely, you should go to:

Edward Corporate Health  
Edward Hospital  
801 South Washington Street  
Naperville, IL 60540  
(630) 961-4849

**WHEN YOU GET TO THE COLLECTION SITE,** tell the person in charge that you are an employee of the City, that you are there to take alcohol and drug tests under the DOT rules, and who your supervisor is. Your supervisor or someone else from the City will meet you at the collection site or fax a consent form and billing information to the collection site.

**APPLICANT CONSENT FORM FOR DRUG AND ALCOHOL  
INFORMATION FROM PREVIOUS EMPLOYERS**

**APPLICANTS MUST COMPLETE A SEPARATE FORM FOR EACH PAST  
EMPLOYER WHERE THE APPLICANT WORKED IN A POSITION WHICH  
REQUIRED A COMMERCIAL DRIVER'S LICENSE ("CDL") DURING THE  
PREVIOUS TWO YEARS**

*Section 1: To be completed by applicant*

I, \_\_\_\_\_, am applying for a job with the  
City of Naperville. I authorize you, \_\_\_\_\_  
to provide the information listed in Section 2 and to release such information to the City  
of Naperville.

I agree that the City of Naperville has a right to that information and that you have a duty  
and a right to provide it under 49 C.F.R. § 382.413.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

*Section 2: To be completed by previous employer*

Did this person test positive for a controlled substance in the last 2 years?      Yes      No

Did this person have an alcohol test result of .02 or more in the last 2 years?      Yes      No

Did this person refuse to take a required drug or alcohol test in the last 2 years?      Yes      No

If the answer to any of these questions is "yes," identify the Substance Abuse Professional(s) below who evaluated the driver's need for assistance and/or compliance with prescribed assistance.

Name:

Address:

Phone:

**Section 3: To be completed by the City**

I, \_\_\_\_\_, sent this form to the employer noted above  
by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

The applicant did/will first perform safety-sensitive functions on \_\_\_\_\_,  
20\_\_\_\_.

On \_\_\_\_\_, 20\_\_\_\_, I interviewed the previous  
employer/reviewed the previous employer's written response.

Because I have not received responses or because the responses indicate the applicant is  
not qualified to drive, I am directing that applicant be removed from driving, effective  
\_\_\_\_\_, 20\_\_\_\_.

I have determined as of \_\_\_\_\_, 20\_\_\_\_, the applicant is not  
disqualified from driving for the City of Naperville because of his previous employment  
record.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Such results will not be disclosed by the laboratory to any other person, except that the laboratory may affirm the test result to the employee to whom the sample was identified.

- The MRO will disclose information concerning an employee's medically approved drug use or administration obtained pursuant to a City ordered test (whether ascertained through testing or reported by the employee or the employee's medical practitioner at the employee's request) to the Human Resources Director.
- Records of tests conducted subject to this policy or information drawn there from will not be used or disseminated by the City for any purpose other than providing for compliance with the Drug Free Work Place Act, unless with the voluntary written consent of the employee. Such consent will specify the person to whom the information may be provided.
- All employment records will be kept confidential to the extent allowed by law.

#### **11.1.14 Right to Contest**

- Where disciplinary action is taken against an employee for violation of this Policy, the employee will be entitled to an opportunity to explain or challenge the drug or alcohol test results in accordance with this Policy.
- Any disciplinary action or employee grievance resulting from a violation of this Policy will proceed in accordance with this Section, the Fair Labor Standards Act, and to the extent not inconsistent with this Section, in accordance with the employee's rights under Chapter 6 of the Employee Policy Manual.

#### **11.1.15 Rights Retained**

- This Policy is in no way intended to restrict, diminish or otherwise impair any legal rights that employees may have with respect to drug or alcohol testing, but will govern the standards and procedures used for the implementation of this Policy.
- Employees will retain any such rights as may exist and may pursue the same in their own discretion.

## APPENDIX F



### 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:

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	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.



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### 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.

*TOP Plan: 40 hours/week  
Payment in Lieu of Holidays*

Year	Annual Hours	Annual Rate	2004	2005	2006	2007	2008	2009
1	160	6.16	986	288	256	224	192	160
2	160	6.16	928	288	256	224	192	160
3	160	6.16	870	288	256	224	192	160
4	160	6.16	812	288	256	224	192	160
5	200	7.69	1000	360	320	280	240	200
6	200	7.69	942	360	320	280	240	200
7	200	7.69	884	360	320	280	240	200
8	200	7.69	826	360	320	280	240	200
9	200	7.69	768	360	320	280	240	200
10	200	7.69	710	360	320	280	240	200
11	240	9.23	1188	432	384	336	288	240
12	240	9.23	1130	432	384	336	288	240
13	240	9.23	1072	432	384	336	288	240
14	240	9.23	1014	432	384	336	288	240
15	240	9.23	956	432	384	336	288	240
16	248	9.54	1096	446.4	396.8	347.2	297.6	248
17	256	9.85	1127	460.8	409.6	358.4	307.2	256
18	264	10.16	1158	475.2	422.4	369.6	316.8	264
19	272	10.46	1189	489.6	435.2	380.8	326.4	272
20	280	10.77	1220	504	448	392	336	280

## APPENDIX G



### 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 H



### City of Naperville Employee Policy Manual

#### 3.15 Leave Policies - Vacation

Document Owner: HR Generalist  
Approved by: City Manager

Version: 2  
Effective Date: 03/20/2012

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

The following vacation leave policy is only for employees hired before June 9, 2001 who did NOT elect the Time Off Plan (TOP).

Vacation with pay will be earned by all regular employees for each pay period worked. Paid vacation is not earned until a new employee has successfully completed the introductory period of employment (usually six months). Accruals for time worked are posted to employee records each pay period. No vacation will accrue during an unpaid leave of absence. A vacation day will not be charged to vacation pay where a holiday falls within an employee's vacation period.

Accrual rates for full-time employees who are not paid in lieu of holidays are as follows:

Start of Service Year	Hours Accrued Per Year	*Hours Accrued Per Pay Period	**Maximum Accrual Allowed
1st thru 4th	80.00	3.08	160.00
5th	88.00	3.38	168.00
6th	96.00	3.69	184.00
7th	104.00	4.00	200.00
8th	112.00	4.31	216.00
9th thru 14th	120.00	4.62	240.00
15th	160.00	6.15	280.00
16th	168.00	6.46	328.00
17th	176.00	6.77	344.00
18th	184.00	7.08	360.00
19th	192.00	7.38	376.00
20th	200.00	7.69	392.00
21st and over	200.00	7.69	400.00

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

\*\* 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. Beginning May 1, 2013 the maximum accrual allowed will be reduced by 20% per year through May 1, 2017 when the maximum accrual allowed will equal 100% of an employee's annual accrual. See attached chart for examples.

Accrual rates for full-time employees who are paid in lieu of holidays, not including Fire Department shift employees, are as follows (these rates include payment for the straight time portion of the holiday pay for the second five holidays; they do not include the 20 hours of pay which workers receive in January):

Start of Service Year	Hours Accrued Per Year	*Hours Accrued Per Pay Period	**Maximum Accrual Allowed
0- 6 months	n/a	no vacation earned	n/a
7-12 months	60 hours	plus 4.62 hours per pay period	n/a
1 through 4	120	4.62 hours	240
5th year	124	4.76 hours	244
6th year	136	5.23 hours	260
7th year	144	5.54 hours	280
8th year	152	5.84 hours	296
9th	160	6.15 hours	320
Through 14th year			
15th year	200	7.69 hours	360
16th year	208	8 hours per	408
17th year	216	8.31 hours	424
18th year	224	8.61 hours	440
19th year	232	8.92 hours	456
20th year	240	9.23 hours	472
21st year And over	240	9.23 hours	480

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

\*\* 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. Beginning May 1, 2013 the maximum accrual allowed will be reduced by 20% per year through May 1, 2017 when the maximum accrual allowed will equal 100% of an employee's annual accrual. See attached chart for examples.

Accrual rates for part-time employees scheduled to work 30 hours a week are as follows: No vacation will accrue during an unpaid leave of absence.

0 - 6 months	No vacation earned
7 - 12 months	72 hours + 16 hours/month
2	7 days/168 hours
3	7 days/168 hours
4	7 days/168 hours
5	7 days/168 hours
* 6	up to 8 days/192 hours
7	8 days/192 hours
8	8 days/192 hours
* 9	up to 9 days/216 hours
10	9 days/216 hours

11	9 days/216 hours
12	9 days/216 hours
*13	up to 10 days/240 hours
14	10 days/240 hours
*15	up to 12 days/288 hours
*16	up to 13 days/312 hours
17	13 days/312 hours
18	13 days/312 hours
19	13 days/312 hours
*20	up to 14 days/336 hours
21	14 days/336 hours

\*The total hours of vacation time earned is dependent upon the employee's starting date.

During the transition years (those years where an employee is credited with an additional vacation day) the total vacation hours will be calculated by adding the total hours from the prior year to the prorated hours (to the nearest 12 hour increment, either 12 or 24 hours) earned between the employee's anniversary date and January 1. Firefighter/Paramedics hired between January 1 and June 30 will receive 24 hours; those hired between July 1 and December 31 will receive 12 hours.

Accrual rates for part-time employees scheduled to work 30 hours a week are as follows: No vacation will accrue during an unpaid leave of absence.

0- 6 months	No vacation earned
7-12 months	30 hrs plus 2.31 hours per pay period
Years 1 through 4	2.31 hours per pay period
Start of 5th year	2.54 hours per pay period
Start of 6th year	2.77 hours per pay period
Start of 7th year	3 hours per pay period
Start of 8th year	3.23 hours per pay period
Start of 9th year through end of 14th year	3.46 hours per pay period
Start of 15th year	4.62 hours per pay period
Start of 16th year	4.85 hours per pay period
Start of 17th year	5.08 hours per pay period
Start of 18th year	5.31 hours per pay period
Start of 19th year	5.54 hours per pay period
Start of 20th year	5.77 hours per pay period

Part-time employees scheduled to work 25 hours per week will accrue vacation time for each pay period worked as follows. No vacation will accrue during an unpaid leave of absence.

0- 6 months	no vacation earned
7-12 months	25 hrs plus 1.92 hours per pay period

Years 1 through 4	1.92 hours per pay period
Start of 5th year	2.11 hours per pay period
Start of 6th year	2.31 hours per pay period
Start of 7th year	2.50 hours per pay period
Start of 8th year	2.70 hours per pay period
Start of 9th year through end of 14th year	2.88 hours per pay period
Start of 15th year	3.84 hours per pay period
Start of 16th year	4.04 hours per pay period
Start of 17th year	4.23 hours per pay period
Start of 18th year	4.42 hours per pay period
Start of 19th year	4.62 hours per pay period
Start of 20th year	4.80 hours per pay period

Part-time employees working 20 hours per week will accrue vacation time for each pay period worked as follows. No vacation will accrue during an unpaid leave of absence.

0-6 months	No vacation earned
7-12 months	20 hrs plus 1.54 hours per pay period
Years 1 through 4	1.54 hours per pay period
Start of 5th year	1.69 hours per pay period
Start of 6th year	1.85 hours per pay period
Start of 7th year	2.00 hours per pay period
Start of 8th year	2.15 hours per pay period
Start of 9th year through end of 14th year	2.31 hours per pay period
Start of 15th year	3.07 hours per pay period
Start of 16th year	3.23 hours per pay period
Start of 17th year	3.38 hours per pay period
Start of 18th year	3.54 hours per pay period
Start of 19th year	3.69 hours per pay period
Start of 20th year	3.84 hours per pay period

**Traditional Vacation Plan: 40 hours/week  
Payment In Lieu of Holidays**

Start of Year	Annual Rate	Annual Pay	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0.6 mo.	0	0.00												
1.2 mo.	120	4.62	216	216	216	216	216	216	216	216	216	216	216	216
2	120	4.62	216	216	216	216	216	216	216	216	216	216	216	216
3	120	4.62	216	216	216	216	216	216	216	216	216	216	216	216
4	120	4.62	216	216	216	216	216	216	216	216	216	216	216	216
5	124	4.76	240	240	240	240	240	240	240	240	240	240	240	240
6	136	5.23	288	288	288	288	288	288	288	288	288	288	288	288
7	144	5.54	320	320	320	320	320	320	320	320	320	320	320	320
8	152	5.84	360	360	360	360	360	360	360	360	360	360	360	360
9	160	6.15	400	400	400	400	400	400	400	400	400	400	400	400
10	160	6.15	400	400	400	400	400	400	400	400	400	400	400	400
11	160	6.15	400	400	400	400	400	400	400	400	400	400	400	400
12	160	6.15	400	400	400	400	400	400	400	400	400	400	400	400
13	160	6.15	400	400	400	400	400	400	400	400	400	400	400	400
14	160	6.15	400	400	400	400	400	400	400	400	400	400	400	400
15	200	7.69	480	480	480	480	480	480	480	480	480	480	480	480
16	208	8.00	528	528	528	528	528	528	528	528	528	528	528	528
17	216	8.31	576	576	576	576	576	576	576	576	576	576	576	576
18	224	8.61	624	624	624	624	624	624	624	624	624	624	624	624
19	232	8.92	672	672	672	672	672	672	672	672	672	672	672	672
20	240	9.23	720	720	720	720	720	720	720	720	720	720	720	720
21	240	9.23	720	720	720	720	720	720	720	720	720	720	720	720

\*\* At start of 7th month, employee receives a 60 hour block of paid vacation, then starts accruing.

**APPENDIX I**

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



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

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

**Questions:** Call 1-800-892-2803 or visit us at [www.bcbsil.com](http://www.bcbsil.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCTUniformGlossary.pdf> or call 1-855-756-4448 to request a copy.

Blue Cross and Blue Shield of Illinois, a [A] Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association  
SBC IL Non-HMO LG-2017



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use Participating **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

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

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

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

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

**Excluded Services & Other Covered Services:**

<p><b>Services Your Plan Does NOT Cover</b> (This isn't a complete list. Check your policy or plan document for other <b>excluded services</b>.)</p> <ul style="list-style-type: none"> <li>• Cosmetic Surgery</li> <li>• Custodial Care</li> <li>• Dental Care (Adult and Children)</li> </ul>		<ul style="list-style-type: none"> <li>• Hearing Aids</li> <li>• Long Term Care</li> <li>• Non-Emergency Care When Traveling Outside the U.S.</li> </ul>		<ul style="list-style-type: none"> <li>• Private Duty Nursing</li> <li>• Routine Foot Care (with the exception of person with diagnosis of diabetes)</li> </ul>	
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<p><b>Other Covered Services</b> (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)</p> <ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Bariatric Surgery</li> <li>• Chiropractic Care</li> </ul>				<ul style="list-style-type: none"> <li>• Infertility Treatment</li> <li>• Most coverage provided outside the United States. See <a href="http://www.bcbsil.com">www.bcbsil.com</a>.</li> </ul>		<ul style="list-style-type: none"> <li>• Routine Eye Care (Adult and Children)</li> <li>• Weight Loss Programs (except when non-medically supervised)</li> </ul>	
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## **Your Rights to Continue Coverage:**

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

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

## **Your Grievance and Appeals Rights:**

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

## **Does this Coverage Provide Minimum Essential Coverage?**

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

## **Does this Coverage Meet the Minimum Value Standard?**

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

## **Language Access Services:**

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

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

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

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

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

## About these Coverage Examples:

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



**This is not a cost estimator.**

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

See the next page for important information about these examples.

### Having a baby (normal delivery)

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

#### Sample care costs:

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

#### Patient pays:

Deductibles	\$0
Copays	\$500
Coinsurance	\$0
Limits or exclusions	\$200
<b>Total</b>	<b>\$700</b>

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

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

#### Sample care costs:

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

#### Patient pays:

Deductibles	\$0
Copays	\$600
Coinsurance	\$0
Limits or exclusions	\$80
<b>Total</b>	<b>\$680</b>

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

### What does a Coverage Example show?

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

### Does the Coverage Example predict my own care needs?

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

### Does the Coverage Example predict my future expenses?

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

### Can I use Coverage Examples to compare plans?

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

### Are there other costs I should consider when comparing plans?

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

**Questions:** Call 1-800-892-2803 or visit us at [www.hcbssl.com](http://www.hcbssl.com).

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

SBC IL Non-HMO LG-2016



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.bcbstl.com](http://www.bcbstl.com) or by calling 1-800-828-3116.

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

**Questions:** Call 1-800-828-3116 or visit us at [www.bcbstl.com](http://www.bcbstl.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUinformGlossary.pdf> or call 1-855-756-4448 to request a copy.

SBC IL Non-HMO LG-2017



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In-Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

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

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

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

## Excluded Services & Other Covered Services:

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

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

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

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

## Your Rights to Continue Coverage:

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

## Your Grievance and Appeals Rights:

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## Does this Coverage Provide Minimum Essential Coverage?

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## Does this Coverage Meet the Minimum Value Standard?

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

## Language Access Services:

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

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

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

## About these Coverage Examples:

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



### This is not a cost estimator.

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

See the next page for important information about these examples.

### Having a baby (normal delivery)

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

#### Sample care costs:

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

#### Patient pays:

Deductibles	\$700
Copays	\$20
Coinsurance	\$700
Limits or exclusions	\$200
<b>Total</b>	<b>\$1,620</b>

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

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

#### Sample care costs:

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

#### Patient pays:

Deductibles	\$500
Copays	\$600
Coinsurance	\$100
Limits or exclusions	\$80
<b>Total</b>	<b>\$1,280</b>

Note: These examples are based on individual coverage only.

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

### What does a Coverage Example show?

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

### Does the Coverage Example predict my own care needs?

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

### Does the Coverage Example predict my future expenses?

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

### Can I use Coverage Examples to compare plans?

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

### Are there other costs I should consider when comparing plans?

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

**Questions:** Call 1-800-828-3116 or visit us at [www.bcbstl.com](http://www.bcbstl.com).

If you aren't clear about any of the undefined terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUinformGlossary.pdf> or call 1-855-756-4448 to request a copy. SBC IL Non-HMO LG-2016



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.bchsil.com](http://www.bchsil.com) or by calling 1-800-327-8497.

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

**Questions:** Call 1-800-327-8497 or visit us at [www.bchsil.com](http://www.bchsil.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUinformGlossary.pdf> or call 1-855-756-4448 to request a copy.

SBC IL Non-HMO LG-2017



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In-Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

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

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

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

**Excluded Services & Other Covered Services:**

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

<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Cosmetic Surgery</li> </ul>	<ul style="list-style-type: none"> <li>• Dental Care (Adult and Children)</li> <li>• Long Term Care</li> </ul>	<ul style="list-style-type: none"> <li>• Routine Eye Care (Adult and Children)</li> <li>• Routine Foot Care (with the exception of person with diagnosis of diabetes)</li> <li>• Weight Loss Program</li> </ul>
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**Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"><li>• Bariatric Surgery</li><li>• Chiropractic Care</li><li>• Hearing Aids</li></ul> | <ul style="list-style-type: none"><li>• Infertility Treatment</li><li>• Most coverage provided outside the United States. See <a href="http://www.bcbsil.com">www.bcbsil.com</a></li></ul> | <ul style="list-style-type: none"><li>• Non-Emergency Care When Traveling Outside the U.S.</li><li>• Private Duty Nursing (with the exception of inpatient private duty nursing)</li></ul> |
|--|--|--|

### **Your Rights to Continue Coverage:**

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

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

### **Your Grievance and Appeals Rights:**

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

### **Does this Coverage Provide Minimum Essential Coverage?**

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

### **Does this Coverage Meet the Minimum Value Standard?**

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

## Language Access Services:

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

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-327-8497.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-327-8497.

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

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

## About these Coverage Examples:

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



### This is not a cost estimator.

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

See the next page for important information about these examples.

### Having a baby (normal delivery)

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

#### Sample care costs:

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

#### Patient pays:

Deductibles	\$1,000
Copays	\$0
Coinsurance	\$1,200
Limits or exclusions	\$200
<b>Total</b>	<b>\$2,400</b>

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

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

#### Sample care costs:

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

#### Patient pays:

Deductibles	\$1,000
Copays	\$0
Coinsurance	\$900
Limits or exclusions	\$80
<b>Total</b>	<b>\$1,980</b>

Note: These examples are based on individual coverage only.

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

### What does a Coverage Example show?

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

### Does the Coverage Example predict my own care needs?

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

### Does the Coverage Example predict my future expenses?

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

### Can I use Coverage Examples to compare plans?

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

### Are there other costs I should consider when comparing plans?

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

**Questions:** Call 1-800-327-8497 or visit us at [www.hchsll.com](http://www.hchsll.com).

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**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.bcsil.com](http://www.bcsil.com) or by calling 1-800-541-2763.

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

**Questions:** Call 1-800-541-2763 or visit us at [www.bcsil.com](http://www.bcsil.com).

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- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In-Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

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

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

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

## Excluded Services & Other Covered Services:

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

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

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

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

## Your Rights to Continue Coverage:

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

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

## Your Grievance and Appeals Rights:

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

## Does this Coverage Provide Minimum Essential Coverage?

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

## Does this Coverage Meet the Minimum Value Standard?

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

## Language Access Services:

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

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-541-2763.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-541-2763.

Navajo (Dine): Dineklehgo shika at'ohwol ninisingo, kwijijigo holne' 1-800-541-2763.

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

## About these Coverage Examples:

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



### This is not a cost estimator.

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

See the next page for important information about these examples.

### Having a baby (normal delivery)

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

#### Sample care costs:

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

#### Patient pays:

Deductibles	\$3,000
Copays	\$0
Coinsurance	\$1,000
Limits or exclusions	\$200
<b>Total</b>	<b>\$4,200</b>

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

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

#### Sample care costs:

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

#### Patient pays:

Deductibles	\$3,000
Copays	\$0
Coinsurance	\$600
Limits or exclusions	\$80
<b>Total</b>	<b>\$3,680</b>

Note: These examples are based on individual coverage only.

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

### What does a Coverage Example show?

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

### Does the Coverage Example predict my own care needs?

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

### Does the Coverage Example predict my future expenses?

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

### Can I use Coverage Examples to compare plans?

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

### Are there other costs I should consider when comparing plans?

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

**Questions:** Call 1-800-541-2763 or visit us at [www.bcbsil.com](http://www.bcbsil.com).

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