

*Collective Bargaining Agreement*  
*By and Between*  
*The City of Naperville*  
*And*  
*The Metropolitan Alliance of Police*  
*Naperville Civilians Chapter #582*

*May 1, 2015 – December 31, 2018*

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**Appendix A – Grievance Form**

**Appendix B – Drug-free Workplace Policy**

**Appendix C – PTO-11**

**Appendix D – TOP**

**Appendix E – Medical Premium Contribution Rates**

**Appendix F - Wage Rares**

### **PREAMBLE**

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

### **AGREEMENT**

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

## ARTICLE 1

### RECOGNITION

#### Section 1.1 Recognition

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

#### Section 1.2 Fair Representation

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

#### Section 1.3 Probationary Period

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

## ARTICLE 2

### NON-DISCRIMINATION

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

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

#### Section 2.2 Prohibition Against Discrimination Generally

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

#### Section 2.3 Gender/Terms

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

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

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

#### Section 2.4 Chapter Representation

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



### ARTICLE 3

#### MANAGEMENT RIGHTS

##### Section 3.1 Management Rights

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

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

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

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

## ARTICLE 4

### NO STRIKE

#### Section 4.1    No Strike

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

#### Section 4.2    No Lockout

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

#### Section 4.3    Penalty

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

#### Section 4.4    Judicial Restraint

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

## ARTICLE 5

### DUES DEDUCTION AND FAIR SHARE

#### Section 5.1 Dues Deduction

Upon receipt of a written and signed authorization form from a member, the Employer shall deduct the amount of Chapter 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 Metropolitan Alliance of Police at the address designated by the Chapter in accordance with the laws of the State of Illinois. The Chapter shall advise the Employer of any increase in dues, 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 the 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 Chapter otherwise demonstrates and verifies to the Employer that such majority of the members of said unit are dues paying members of the Chapter at the time, non-Chapter members employed in positions in the bargaining unit, who choose, not to become members within sixty (60) 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 member's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement.
- (b) The employer shall take such steps as may be required to accomplish any wage withholding, authorized or required by Sections 5.1 and 5.2 hereof and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Agreement shall require the Employer to make any withholding unless and until the Chapter has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the Fair Share Fee to be withheld, both within sufficient time to permit the Employer to carry out its obligation to so withhold. The fair share/regular dues amount withheld shall not change until the Chapter notifies the Employer that a different Fair Share amount should be collected and such notification shall occur on an annual basis, and shall occur not less than sixty (60) days prior to its effective date.
- (c) Said Fair Share payment shall not exceed the dues paid voluntarily to the Chapter by Members covered hereby.
- (d) Fair Share payments shall be used in accordance with applicable law.
- (e) The Chapter shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Chapter, and costs arising from or incurred as a result of any act taken or not taken by the Employer in complying with or carrying out the provisions for this Article, provided the

Employer does not initiate or prosecute such action.

## ARTICLE 6

### MEMBER SECURITY

#### Section 6.1    Personnel Files

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

#### Section 6.2    Right of Inspection

Record Specialists' Personnel Files shall be available for inspection by a Record Specialist upon reasonable notification to the Records Manager. A Chapter Representative may inspect a Record Specialist's file if the Record Specialist provides the Record Manager with a written authorization to that effect. Personnel Files may be inspected during business days between the hours of 9 a.m. and 5 p.m. unless another time is agreed upon. If one or more of the exceptions set forth in Section 10 of the Personnel Record Review Act are applicable to materials in the Personnel File, those materials shall not be made available for inspection. No part of the Personnel File may be removed from the Police Department, and the Record Manager, or her designee, may be present at all times the inspection takes place.

#### Section 6.3    Rights to Copies

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

#### Section 6.4    Right to Rebuttal

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

## ARTICLE 7

### SENIORITY

#### Section 7.1 Definition of Seniority

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

#### Section 7.2 Seniority List

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

#### Section 7.3 Termination of Seniority

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

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

#### Section 7.4 Accrual of Seniority

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

## ARTICLE 8

### GRIEVANCE PROCEDURE

#### Section 8.1 Definitions

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

#### Section 8.2 Grievance Procedure

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

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

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

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

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

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

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

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

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

**8.2.7 Chapter Representation**

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

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

**8.2.8 Step 1:**

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

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

**8.2.9 Step 2:**

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



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

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

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

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

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

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

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

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

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

### **Section 8.3    Arbitration**

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

- 1) The City and the Chapter shall attempt to agree upon an arbitrator (hereinafter "Arbitrator") within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, pursuant to its Labor Arbitration Rules from the "Metropolitan" Area (125 mile radius). The parties agree that they can mutually reject an entire panel and request that a new panel be submitted before the striking process begins. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one Arbitrator is selected. If the Arbitrator selected is unavailable for hearing for more than six (6) months a new Arbitrator will be selected from either the current panel or a new panel if requested by either party.
- 2) The Arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and City representatives.
- 3) More than one Grievance may be submitted to the same Arbitrator only if both parties mutually agree to do so in writing.
- 4) Both parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to the Arbitrator. Those facts and issues agreed upon shall be designated as "Agreed". Those facts and issues not agreed upon shall be designated as "Disputed - Grievant's Disputed Statement of Facts & Issues" or "Disputed - City Disputed Statement of Facts & Issues".
- 5) The City and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Each party shall bear the costs of its own witnesses and for the production of documents.
- 6) The City and the Chapter retain the right to employ legal counsel at their own expense.
- 7) The Chapter and the City may request that, if possible, the Arbitrator submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 8) The fees and expenses of the Arbitrator shall be divided equally between the City and the Chapter.
- 9) If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party also desires a copy of the record, it shall share equally in the cost of the record. In the event that the Arbitrator requests a copy of the transcript, the parties shall share equally in the cost of the record.

#### Section 8.4    Limitations on Authority of Arbitrator

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

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

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

## ARTICLE 9

### DISCIPLINE

#### Section 9.1    Discipline for Just Cause

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

#### Section 9.2    Oral or Written Reprimand

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

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

#### Section 9.3    Suspension Without Pay

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

#### Section 9.4    Termination of Employment

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

#### Section 9.5    Conduct

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

#### Section 9.6    Disciplinary Questioning

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

## ARTICLE 10

### DRUG FREE WORKPLACE

#### Section 10.1 Drug Free Workplace

The provisions set forth below and the provisions of Chapter 11 of the City's Employee Policy Manual (as revised and initialed and is attached hereto and made part hereof as **Appendix B**, shall govern drug and alcohol testing and promote a drug free workplace. To the extent there are any conflicts between the provisions set forth in Appendix B and Subsections 10.2 and 10.3 below, Subsections 10.2 and 10.3 shall control.

#### Section 10.2 Right to Consult

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

#### Section 10.3 Right to Contest

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

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

#### Section 10.4 Employee Email

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

## ARTICLE 11

### LAYOFF AND RECALL

#### Section 11.1 Layoff

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

#### Section 11.2 Recall

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

## ARTICLE 12

### LABOR-MANAGEMENT CONFERENCES

#### Section 12.1 Purpose of Labor Management Meetings

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

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

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

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

#### Section 12.2 Scope of Labor Management Conferences

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

#### Section 12.3 Attendance

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

## ARTICLE 13

### SICK LEAVE PAY OUT

#### Section 13.1 Sick Leave Pay Out at Termination

Upon termination, an employee may be eligible to receive a portion of his/her accumulated sick leave. Eligibility is determined by the employee's years of service.

An employee will receive a termination bonus in the form of a cash payout equivalent to 50% of his/her accumulated sick leave, up to a maximum of 360 hours provided the employee terminates from employment in good standing after completing ten years of full time service, during which they were accruing benefits. This term shall expire and the benefit shall be eliminated effective on December 31, 2018.

#### Section 13.2 Sick Leave Bonus upon Separation if Eligible for Retirement

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

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

- Be at least 55 years of age on his/her last work day, and
  - Be vested with eight years of service creditable to IMRF, and
  - Be separated from employment
- Earned, unused sick leave/hours between 720 and 960 can only be used to purchase IMRF Service Credit.



- Earned, unused sick leave over 960 hours can be used to purchase IMRF service credit as described in the following paragraph; or it may be converted, on a 10 to 1 basis, to vacation/PTO time (i.e. 10 sick days converts to one vacation/PTO day) and cashed in at retirement.
- Employees retiring with an IMRF pension can apply accrued but unpaid sick leave their pension service credit, at a rate of twenty (20) days of unused, sick leave for one month of service credit. An employee can purchase a maximum of one year of additional service credit with 240 sick days. This extension may not be used to qualify for a pension.

## ARTICLE 14

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

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

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

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

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

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

**Insurance:** Notwithstanding any other provision of Article 22 ("Medical, Dental and Life Insurance"), Tier 2 Employees are eligible for the same types of medical insurance coverage as Tier 1 Employees except that they are not eligible for the Traditional PPO Plan.

## ARTICLE 15

### HOURS OF WORK AND OVERTIME

#### Section 15.1 Application of Article

The normal work week shall consist of forty (40) hours Monday through Friday. The Employer shall determine the minimum staffing required for each shift schedule slot. The provisions of this Article shall be used to calculate overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

#### Section 15.2 Normal Work Shifts

The parties understand and agree that the Employer has the need to staff its weekday operations on a flexible basis to ensure maximum efficiency and to cover the hours of 6:00 a.m. through 9:00 p.m. The parties also understand and agree that flexible starting times may be beneficial for employees to enhance their work/life balance. With these understandings, the parties agree to the following:

1. The Employer shall create eight (8) hour shift schedule or ten (10) hour shift schedule slots with varied starting times based upon its operational needs, although no shift shall start before 6:00 a.m. or after 1:00 p.m. Employees shall have the right to select their shift schedule slot consistent with the process in Section 15.5 below.
2. The starting times and number of slots for each starting time shall be determined by the Employer in consultation with local union representatives. The Employer will give consideration to the Union's input on the starting times and number of slots for each starting time but the Employer retains the right to make the final decision based upon its operational needs. The parties agree that they shall meet and discuss the starting time/number of slots issue prior to each shift and time off selection period referenced in Section 15.5.
3. Employees upon twenty-four (24) notice can request to temporarily change their work hours if needed for personal reasons, for a specific day or days provided the Employer agrees to the temporary change.
4. In the event that a project or other non-regular work duty needs to be accomplished, and the Employer determines that working outside of the regular hours of service would be beneficial (E.g. FOIA responses on Saturday) employees may, by agreement, adjust their work schedule so that it includes hours outside of their normal work schedule. The Employer will provide as much notice as practicable if such hours are requested.

#### Section 15.3 Court Time

Record Specialists who are required to appear in court pursuant to subpoena for an issue related

to their employment while on their off-duty time shall receive a minimum of two (2) hours pay at their overtime rate of pay.

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

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

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

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

#### **Section 15.6 Overtime**

Record Specialists shall have any hours exceeding forty (40) in a week paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay. Overtime pay will be in fifteen (15) minute increments.

Overtime may be authorized by the Records Manager or his/her designee. Overtime may be verbally approved, but shall be followed up with written confirmation which may be by e-mail. Except

where overtime is assigned based upon the most senior person on a Shift as set forth in 15.8 below, the overtime posting or schedule adjustment may specify that employees will be selected based on ongoing involvement in a specific matter, possession of specific skills or have a particular ability or experience. Such limitations will be reasonable and be posted in the overtime or schedule adjustment notice. If none of the above criteria apply or more than one employee meets all of the criteria, the selection shall be based upon seniority. Individual employees shall not be solicited for overtime.

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

#### Section 15.7 No Pyramiding

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

#### Section 15.8 Shift Coverage for Unscheduled Absences

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

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

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

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

#### Section 15.10 Switching of Shift Schedule Slots

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

#### Section 15.11 Interpreting

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

## ARTICLE 16

### HOLIDAYS

#### Section 16.1 Holidays

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

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

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

#### Section 16.2 Holiday Compensation

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

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

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

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

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

## ARTICLE 17

### LEAVES

#### SECTION 17.1      Funeral Leave

When there is a death in the immediate family, a full time Record Specialist will be granted up to twenty-four (24) hours off between the date of death and the date of the funeral or other memorial service. These hours shall be granted without loss of pay and without charge to accrued leave.

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

Time taken in addition to the twenty-four (24) hours funeral leave may be taken under other provisions of this Agreement at the discretion of the Record Specialist with approval of the Records Manager and will be chargeable to other accrued leaves excluding sick leave.

#### SECTION 17.2      Military Leave

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

#### SECTION 17.3      Jury Duty Leave

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



## ARTICLE 18

### TIME OFF UNDER TOP

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 19

UNIFORMS AND EQUIPMENT

19.1 Uniforms and Equipment

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

## ARTICLE 20

### SUBCONTRACTING

#### Section 20.1 Subcontracting

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

## ARTICLE 21

### TUITION REIMBURSEMENT PROGRAM

#### Section 21.1 Tuition Reimbursement Program

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

## ARTICLE 22

### MEDICAL, DENTAL AND LIFE INSURANCE

#### Section 22.1

Record Specialists participating in the City's medical insurance and/or dental insurance program(s) shall pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the City, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted each year of the contract on January 1. The City shall have the right to implement new employee premium contribution rates on January 1 of each year consistent with the above language regardless of whether the collective bargaining agreement has expired. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance. The premium amounts and employee premium contribution amounts for 2016 are appended hereto as **APPENDIX E**.

#### Section 22.2

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

#### Section 22.3 Life Insurance

Record Specialists shall be provided a life insurance benefit and an accidental death and dismemberment benefit under the same terms and conditions as such benefits are available to non-union employees of the City. A supplemental optional life insurance plan is also available for purchase by Record Specialists.

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

Record Specialists shall be allowed to participate in the City's Medical Expense

Reimbursement Plan, Dependent Care Plan, and any other policies or plans made available by the City on a voluntary basis in the same manner and to the same extent as such policies and plans are available to non-union employees of the City.

Section 22.5 Terms of Policies to Govern

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

ARTICLE 23

WAGES AND COMPENSATION

Section 23.1

Employees shall be paid consistent with the rates in APPENDIX G. Step level is based on years of service in the City. Step increases will be implemented no later than the pay period after the employee reaches the listed years of service.



## ARTICLE 24

### SUPERVISORY WORK

#### Section 24.1 Supervisory Work

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

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

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

## ARTICLE 25

### BULLETIN BOARDS

#### Section 25.1 Bulletin Boards

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

## ARTICLE 26

### SAVINGS CLAUSE

#### Section 26.1 Savings Clause

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

## ARTICLE 27

### TERM

#### Section 27.1 Term of the Agreement

This Agreement shall be effective May 1, 2015, and shall remain in full force and effect until December 31, 2018. It shall continue in effect from year to year thereafter unless notice of termination or demand to bargain is given in writing by certified mail by either party not less than sixty (60) nor more than ninety (90) days before December 31, 2018 or any subsequent annual expiration date.

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

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

ARTICLE 28

COMPLETE AGREEMENT

Section 28.1 Entire Agreement


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

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this day of Aug. 29, 2016.

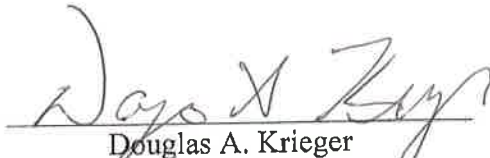
**METROPOLITAN ALLIANCE  
OF POLICE CHAPTER 582**


\_\_\_\_\_  
(Name)  
Metropolitan Alliance of Police

  
Joseph Andalina,  
President, Metropolitan Alliance of Police

Date: 8/29/16

**CITY OF NAPERVILLE**

  
Douglas A. Krieger  
City Manager

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

Date: 8/29/16

APPENDIX A  
GRIEVANCE FORM

|   |                                 |                      |                                |
|---|---------------------------------|----------------------|--------------------------------|
| Officer's Name (Last, First, MI)<br>_____ |                                 | Badge #<br>_____     | Division #<br>_____            |
| Incident Date<br>_____                    | Contacted on (Vehicle)<br>_____ | Reported by<br>_____ | Field Supervisor Date<br>_____ |

APPENDIX B  
**DRUG-FREE WORKPLACE POLICY**





City of Naperville  
Employee Policy Manual

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CW  
10/2/04  
[Signature]

**Drug-Free Workplace Policy**

Document Owner: HR Generalist

Version: 1

Approved by: City Manager

Effective Date: 10/19/2004

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

Drug-Free Workplace Policy - Definitions

Drug-Free Workplace Policy - General Policies - Purpose

Drug-Free Workplace Policy - Specific Policies and Prohibitions

Drug-Free Workplace Policy - Employee Requests for Assistance

Drug-Free Workplace Policy - Impairment While On-Duty - Legal Drugs and Alcohol

Drug-Free Workplace Policy - Impairment While On-Duty - Illegal Drugs

Drug-Free Workplace Policy - Drug and Alcohol Testing Permitted

Drug-Free Workplace Policy - Order to Submit to Testing

Drug-Free Workplace Policy - Drug Tests and Procedures

Drug-Free Workplace Policy - Alcohol Tests and Procedures

Drug-Free Workplace Policy - Medical Review Officer

Drug-Free Workplace Policy - Positive Test Results

Drug-Free Workplace Policy - Confidentiality of Test Results

Drug-Free Workplace Policy - Right to Contest

Drug-Free Workplace Policy - Rights Retained

Appendix \_\_\_\_\_

PAGE 4 OF 23

Page 1 of 1



## City of Naperville Employee Policy Manual

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[Signature]

### Drug-Free Workplace Policy - Definitions

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

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 .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.

BAP:

The City's Employee Assistance Program (described in Chapter 5 of this manual).

Illegal Drug:

Marijuana, cocaine, opiates, phenacyclidine (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.

Impairment:

The inability to perform job-related requirements.

Initial Test or Screening - Alcohol:

The first test administered by a Breath Alcohol Technician using a breath evidential breath tester.

Initial Test or Screening - Drugs:

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

Policy:

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.

Positive Test Results:

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.

Prescription Drug:

Any drug which may lawfully be obtained only

upon authorization of a licensed physician. <sup>TA-  
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**Refusal:**

An employee's refusal to cooperate in the administration of drug or alcohol tests. <sup>Q/S</sup>

**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.



## City of Naperville Employee Policy Manual

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### Drug-Free Workplace Policy - General Policies - Purpose

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 04/01/2008

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

- 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.
- Bargaining unit employees typically are covered by similar "Employee Testing" articles in their respective collective bargaining agreements. Those employees should reference their applicable contract(s).
- 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.

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## City of Naperville Employee Policy Manual

### Drug-Free Workplace Policy - Specific Policies and Prohibitions

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 03/02/2006

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

- 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.

- TA-CP 10-3-12
- 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.





## City of Naperville Employee Policy Manual

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### Drug-Free Workplace Policy - Employee Requests for Assistance

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

- 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.



## City of Naperville Employee Policy Manual

### Drug-Free Workplace Policy - Impairment While On-Duty - Legal Drugs and Alcohol

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 03/02/2006

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

- Subject to the second bullet point of this Section ("Last Chance Agreement" sub-section), 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 \*.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.

- 77A CW 103-1
- 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 situation~~).
  - 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.



## City of Naperville Employee Policy Manual

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### Drug-Free Workplace Policy - Impairment While On-Duty - Illegal Drugs

Document Owner: IIR Generalist

Version: 1

Approved by: City Manager

Effective Date: 03/02/2006

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

- 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.

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## City of Naperville Employee Policy Manual

### Drug-Free Workplace Policy - Drug and Alcohol Testing Permitted

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

- 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.

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City of Naperville  
Employee Policy Manual

**Drug-Free Workplace Policy - Order to Submit to Testing**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

- 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.

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## City of Naperville Employee Policy Manual

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### Drug-Free Workplace Policy - Drug Tests and Procedures

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

- 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.





## City of Naperville Employee Policy Manual

### Drug-Free Workplace Policy - Alcohol Tests and Procedures

Document Owner: HR Generalist

Version: 1

Approved by: City Manager

Effective Date: 10/19/2004

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

- 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.



## City of Naperville Employee Policy Manual

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### Drug-Free Workplace Policy - Medical Review Officer

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

Printed copies are for reference only. The official version of the Employee Policy Manual is located at <http://incweb1>.

- 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.

#### Drug-Free Workplace Policy - Positive Test Results

- 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.

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## City of Naperville Employee Policy Manual

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### Drug-Free Workplace Policy - Positive Test Results

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

- 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)<br>(Screening) | Confirmation<br>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.



City of Naperville  
Employee Policy Manual

TAJ ✓  
10/31/04  
[Signature]

**Drug-Free Workplace Policy - Confidentiality of Test Results**

Document Owner: HR Generalist

Version: 1

Approved by: City Manager

Effective Date: 10/19/2004

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

- 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. 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.



City of Naperville  
Employee Policy Manual

**Drug-Free Workplace Policy - Right to Contest**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

- 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.

Discipline - Disciplinary Action Guidelines



City of Naperville  
Employee Policy Manual

✓  
TH CH 103-11  
[Signature]

**Drug-Free Workplace Policy - Rights Retained**

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

- 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 C



### City of Naperville Employee Policy Manual

#### 3.22 Leave Policies - PTO - 11

Document Owner: HR Generalist  
Approved by: City Manager

Version: 3  
Effective Date: 8/1/13

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

##### Introduction

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

- Employees whose Collective Bargaining Agreements have other provisions

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

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

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

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

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

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

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

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



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

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

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

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

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

#### Compensatory Time

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

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 D



### City of Naperville Employee Policy Manual

TH. C. 10-3-11

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

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

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

Leave Policies - Time Off Plan (TOP) - Components

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

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

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

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

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

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

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

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



## City of Naperville Employee Policy Manual

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

Document Owner: HR Generalist

Version: 1

Approved by: City Manager

Effective Date: 04/01/2008

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

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

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

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



## City of Naperville Employee Policy Manual

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### Leave Policies - Time Off Plan (TOP) - Components

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

TOP has several components:

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

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



## City of Naperville Employee Policy Manual

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

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

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

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

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

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



## City of Naperville Employee Policy Manual

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

Document Owner: HR Generalist

Version: 1

Approved by: City Manager

Effective Date: 10/19/2004

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

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

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

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

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

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



City of Naperville  
Employee Policy Manual

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

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

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





City of Naperville  
Employee Policy Manual

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

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

TA: CJP  
10-3-11

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

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

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

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



## City of Naperville Employee Policy Manual

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

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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10-3-11

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

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

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

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

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

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

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

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

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

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

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



## City of Naperville Employee Policy Manual

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

Document Owner: HR Generalist  
Approved by: City Manager

Version: 1  
Effective Date: 10/19/2004

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

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

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# APPENDIX E

## City of Naperville Monthly Contribution Rates

|                                      |                         | January 1, 2016 Monthly Rates        |                              |                          |
|--------------------------------------|-------------------------|--------------------------------------|------------------------------|--------------------------|
|                                      | <u>Group<br/>Number</u> | <u>20% Employee<br/>Contribution</u> | <u>City<br/>Contribution</u> | <u>Total<br/>Premium</u> |
| <b><u>BCBS Medical</u></b>           |                         |                                      |                              |                          |
| <b>Blue Advantage HMO</b>            | <b>B03195</b>           |                                      |                              |                          |
| Employee                             |                         | \$112.46                             | \$449.84                     | \$562.30                 |
| Employee + Spouse                    |                         | \$222.48                             | \$889.99                     | \$1,112.47               |
| Employee + Child(ren)                |                         | \$214.28                             | \$857.18                     | \$1,071.46               |
| Employee + Spouse and Child(ren)     |                         | \$335.58                             | \$1,342.30                   | \$1,677.88               |
| <b>Traditional PPO Plan</b>          | <b>PC0713</b>           |                                      |                              |                          |
| Employee                             |                         | \$127.76                             | \$511.04                     | \$638.80                 |
| Employee + Spouse                    |                         | \$267.98                             | \$1,071.95                   | \$1,339.93               |
| Employee + Child(ren)                |                         | \$264.32                             | \$1,057.34                   | \$1,321.66               |
| Employee + Spouse and Child(ren)     |                         | \$405.68                             | \$1,622.70                   | \$2,028.38               |
| <b>Blue Edge PPO Plan - CDHP/HCA</b> | <b>PC0674</b>           |                                      |                              |                          |
| Employee                             |                         | \$88.44                              | \$353.76                     | \$442.20                 |
| Employee + Spouse                    |                         | \$186.18                             | \$744.73                     | \$930.91                 |
| Employee + Child(ren)                |                         | \$179.86                             | \$719.42                     | \$899.28                 |
| Employee + Spouse and Child(ren)     |                         | \$278.56                             | \$1,114.22                   | \$1,392.78               |
| <b>Blue Edge PPO Plan - HDHP/HSA</b> | <b>PC0714</b>           |                                      |                              |                          |
| Employee                             |                         | \$76.56                              | \$306.24                     | \$382.80                 |
| Employee + Spouse                    |                         | \$161.16                             | \$644.69                     | \$805.85                 |
| Employee + Child(ren)                |                         | \$155.68                             | \$622.79                     | \$778.47                 |
| Employee + Spouse and Child(ren)     |                         | \$241.12                             | \$964.54                     | \$1,205.66               |
| <b><u>Delta Dental</u></b>           |                         | <b>11408</b>                         |                              |                          |
| Employee                             |                         | \$8.44                               | \$33.80                      | \$42.24                  |
| Employee + One                       |                         | \$15.92                              | \$63.74                      | \$79.66                  |
| Employee + Family                    |                         | \$21.18                              | \$84.73                      | \$105.91                 |
| <b><u>EyeMed Vision</u></b>          |                         | <b>9864489</b>                       |                              |                          |
| Employee                             |                         | \$5.75                               | \$0.00                       | \$5.75                   |
| Employee + One                       |                         | \$11.23                              | \$0.00                       | \$11.23                  |
| Employee + Family                    |                         | \$16.83                              | \$0.00                       | \$16.83                  |

# APPENDIX F

Participating Provider Option PPO

Effective 1/1/16



Blue Cross Blue Shield of Illinois

## City of Naperville PC0713

### BENEFIT HIGHLIGHTS\*\*

#### PPO Network

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

#### Program Basics

| Lifetime Benefit Maximum<br>Per Individual  | Unfunded |          |
|---|----------|----------|
| Individual Coverage Deductible<br>Copayments do not apply to the deductible.  | \$500    | \$1,000  |
| Family Coverage Deductible<br>The family deductible maximum is aggregate. Copayments do not apply to the deductible.  | \$1,500  | \$3,000  |
| Individual Coverage Out-of-Pocket Expense (OPX) Limit (includes deductible)<br>The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year. The following items will not be applied to the out-of-pocket expense limit:<br>• Reductions in benefits due to non-compliance with utilization management program requirements<br>• Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA)<br>• Charges for outpatient prescription drug program | \$3,000  | \$6,000  |
| Family Coverage Out-of-Pocket Expense (OPX) Limit   | \$9,000  | \$18,000 |

#### Prescription Drug

Retail: 34 day supply

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

|   |   |
|---|---|
| Retail & Mall Order: Maximum copay per calendar year<br>\$2500 Single and \$5000 Family |   |
| Retail  | Generic Drugs: \$10 copay<br>Brand Name: \$35 copay<br>Non-Formulary Brand: \$50 copay  |
| Mall Order  | Generic Drugs: \$20 copay<br>Brand Name: \$70 copay<br>Non-Formulary Brand: \$100 copay |

Out of Network - Drugs covered 10% after copay

#### Physician Services

|  |  |  |
|--|--|--|
| <b>Physician Office Visits</b><br>One copayment per person per day. Surgeries, therapies, and certain diagnostic procedures performed in a physician's office may be subject to the deductible under certain circumstances including mental health and substance abuse services. | \$20 Office visit copay<br>\$40 Specialist copay<br>then<br>90% after deductible | \$20 Office visit copay<br>\$40 Specialist copay<br>then<br>70% after deductible |
| <b>Preventive Care</b><br>Routine annual physicals, well-baby exam, hearing exams, immunizations, and other preventive health services as determined by the USPSTF.  | 100%   | 70%  |
| <b>Maternity Services</b><br>A \$20 office visit copayment applies to first prenatal visit (per pregnancy). All other maternity physician services are paid the same as Medical / Surgical Services.   | 90% after deductible   | 70% after deductible   |
| <b>Medical / Surgical Services</b><br>Coverage for surgical procedures, inpatient visits, therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services.  | 90% after deductible   | 70% after deductible   |

#### Hospital Services

|   |  |  |
|---|--|--|
| <b>Inpatient Hospital Services</b><br>Per admission, per individual<br>Coverage includes services received in a hospital, skilled nursing facility, extended home care which is limited to 40 visits, and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates. | \$150 admission deductible<br>then<br>90% after program deductible | \$150 admission deductible<br>then<br>70% after program deductible |
|---|--|--|

# APPENDIX D

## Participating Provider Option PPO

Effective 1/1/16



Blue Cross BlueShield  
of Illinois

### Hospital Services (continued)

#### Outpatient Hospital Services

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

\$100 copay  
then  
90% after deductible

\$100 copay  
then  
70% after deductible

50% after deductible

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

### Additional Services

#### Muscle Manipulation Services

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.  
• 15 visit maximum per benefit year

90% after deductible

70% after deductible

#### Therapy Services - Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

90% after deductible

70% after deductible

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

90% after deductible

70% after deductible

#### Other Covered Services

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

80% after deductible

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

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

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

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

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

#### Blue Care Connection (BCC)

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

#### Schedule of Maximum Allowances (SMA)

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

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

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

#### Affordable Care Act (ACA)

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

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

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



BlueCross BlueShield of Illinois

Effective 1/1/16

City of Naperville  
B03195

Blue Advantage HMO<sup>SM</sup>

### BENEFIT HIGHLIGHTS\*\*

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

| Program Basics  |  | HMO   |
|---|--|---|
| <b>Your Doctor</b><br>Choose a medical group and primary care physician (PCP) for each member of your family from our directory or Web site. Each female member may select a Woman's Principal Health Care Provider (WPHCP) in addition to her PCP, however your Primary Care Physician and your Woman's Principal Health Care Provider must be affiliated with or employed by your Participating IPA/Participating Medical Group. All care must be provided or coordinated by your PCP, WPHCP or medical group/Independent Practice Association (IPA). |  |   |
| <b>Annual Deductible</b>  |  | None  |
| <b>Medical Out-of-Pocket Maximum (excludes drugs and vision)</b><br>Individual  |  | \$1500 per calendar year  |
| <b>Medical Out-of-Pocket Maximum (excludes drugs and vision)</b><br>Family  |  | \$3000 per calendar year  |
| <b>Lifetime Maximums</b>  |  | none  |
| In the Hospital   |  | HMO   |
| <b>Number of Days of Inpatient Care</b> unlimited days  |  | n/a   |
| <b>Room &amp; Board</b> private or semi-private room  |  | \$260 per admission Copay   |
| <b>Surgeon's Fees, Doctor's Visits, Medication, Other Miscellaneous Charges</b>   |  | 100%  |
| Emergency Care  |  | HMO   |
| <b>Emergency Services</b><br>(Medical conditions with acute symptoms of sufficient severity such that a prudent layperson could reasonably expect the absence of medical attention to result in serious jeopardy of the person's health, serious impairment to bodily functions or serious dysfunction to any bodily organ or part)<br>• Covered services performed in a hospital emergency room in or out of area. Copay, if any, waived if admitted.  |  | \$150 copay   |
| Physician Services  |  | HMO   |
| <b>Doctor's Office Visit (copayment covers the visit and all covered services provided)</b><br>• primary care physician<br>• specialist   |  | \$20 Copay<br>\$40 Copay  |
| <b>Routine Physical Exams, Immunizations, Preventive Health Services</b>  |  | 100%  |
| <b>Diagnostic Tests and X-rays, Allergy Treatment &amp; Testing</b>   |  | 100%  |
| Medical Services  |  | HMO   |
| <b>Outpatient Surgery</b><br>hospital facility  |  | \$150 Copay then 100%   |
| <b>Maternity Care</b><br>• Hospital Care<br>• Physician Care  |  | \$250/admission Copay then 100%<br>A \$20 office visit copayment applies to first prenatal visit (per pregnancy).<br>\$40 copay then 100% |
| <b>Infertility Services</b>   |  |   |





BlueCross BlueShield of Illinois

Effective 1/1/16

City of Naperville  
B03195

## BENEFIT HIGHLIGHTS\*\*

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

### Mental Health & Chemical Dependency Treatment

- Outpatient
- Inpatient

\$20 Copay then 100%  
\$250/admission, then 100%

### Medical Services (continued)

#### Outpatient Rehabilitation Services

(includes, but is not limited to, physical, occupational or speech therapy)

60 combined visits for Occupational Therapy, Physical Therapy and Speech Therapy based on your group policy

\$0 copay

#### Outpatient Speech Therapy

(for Pervasive Developmental Disorder only)

\$0 copay

### Other Services

Durable Medical Equipment, Prosthetic Devices, Ambulance Service, Hospice,  
Coordinated Home Care (excludes custodial care)

100%

#### Prescription Drug – up to 34 day supply per script

- Generic
- Formulary Brand
- Non-formulary Brand
- Self-injectable (insulin and injectable antibiotics are subject to the overall copayments)

\$10  
\$35  
\$50  
\$50

#### Prescription Drug – up to 90 day supply per script

- Generic
- Formulary Brand
- Non-formulary Brand

\$20  
\$70  
\$100

#### Prescription Drug Out-of-Pocket Maximum

- Individual maximum per calendar year
- Family maximum per calendar year

\$2500  
\$5000

#### Vision Care

- Exams
- Eyewear (Discount Applies)

100% for exam only, one every 12 months  
\$75 material allowance every 24 months

**Service Area**  
Must reside in HMO service area. The BlueCross service area includes the Illinois counties of Boone, Clinton, Cook, DeKalb, DePue, Fulton, Greene, Grundy, Ingham, Kane, Kanebakee, Kendall, Knox, Lake, LaSalle, Lee, Livingston, Logan, Macoupin, Madison, Mahanoy, Marion, Morgan, Ogle, Peoria, Sangamon, Stark, St. Clair, Stephenson, Tazewell, Whiteside, Williamson, WI, Winnebago and Lake County in Indiana. The HMO Illinois service area also includes Kenosha County in Wisconsin. Please note: the service area is subject to change.

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

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

**Discounts on Eye Exams, Prescription Lenses, Eyewear and Other Devices**  
Members can present their ID cards to receive discounts on eye exams, prescription lenses and eyewear. To locate participating vision providers, log into Blue Access for Members<sup>SM</sup> (BAM) at [blueaccessmember.com](http://blueaccessmember.com) and click on the Blue365<sup>SM</sup> Member Discount Program link.

#### Blue Care Connection<sup>SM</sup> (BCC)

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



BlueCross BlueShield of Illinois

Effective 1/1/16

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

**Residential Treatment Centers (RTC) Update**  
Under the Mental Health Parity and Equity Act (MHPEA), residential treatment facilities are now included for the treatment of Mental Health and Substance Abuse conditions. They will be covered at the Inpatient Hospital facility benefit payment level, per Medical Necessity Criteria, which provides guidelines for level of service, appropriate setting, preauthorization and concurrent review process.

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

**To Locate a Participating Provider:** Visit our Website at [bcb.com/providers](http://bcb.com/providers) and use our Provider Finder tool.  
**Benefits for covered individuals who live outside of Illinois need to meet all extrajurisdictional requirements of the state they are in, according to the group's funding arrangements.**

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

<sup>24</sup> This is a general summary of your benefits. Please refer to your Summary of Benefits and Coverage (SBC), or you may request a copy of the Benefit booklet/Plan document by contacting your Employer. You may also log onto BSM online or contact Customer Service at the number on the back of your ID card for additional information. This plan does not cover all health care expenses. Please carefully review the plan's limitations and exclusions.

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## City of Naperville CDHP PPO PC0674

## BENEFIT HIGHLIGHTS \*\*

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

## Health Care Account (HCA)

Annual HCA Employer Contribution for Individual Coverage

Annual HCA Employer Contribution for Family Coverage

Maximum HCA Balance for Individual Coverage

Maximum HCA Balance for Family Coverage

## PPO Network

## Contribution

\$500 - every January 1 thereafter

\$1,000 - every January 1 thereafter

\$1,000

\$2,000

## Program Basics

Lifetime Benefit Maximum  
Per Individual

Unlimited

Individual Coverage Deductible

The first services applied to the deductible each calendar year are paid from the HCA, provided there is any balance in the account. Remaining deductible is paid from the member's own funds.

\$1,000 for Individual

Family Coverage Deductible

Set when the total of expenses applied to the deductible reaches the family deductible amount for all covered family members. No individual family member may incur any more than the individual deductible amount. The first services applied to the deductible each calendar year are paid from the HCA, provided there is any balance in the account. Remaining deductible is paid from the member's own funds.

\$2,000

Individual Coverage Out-of-Pocket Expense (OPX) Limit

The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year. The following items will not be applied to the out-of-pocket expense limit:

- Reductions in benefits due to non-compliance with utilization management program requirements;
- Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA).

\$3,000

\$6,000

Family Coverage Out-of-Pocket Expense (OPX) Limit

Set when the total expenses of all covered family members reach the Family Coverage OPX limit amount. Each family member may not incur more than the individual coverage OPX.

\$6,000

\$12,000

Outpatient Prescription Drugs

Applies to all drugs at retail and mail.

100% after deductible

75% after deductible

## Physician Services

Physician Office Visits

Includes coverage for office visits, mental health, substance abuse, diagnostic lab tests and x-ray services other than for routine care. For routine services, please refer to Preventive Care below.

80% after deductible

60% after deductible

Preventive Care

Includes services for routine physical examinations, immunizations and routine diagnostic tests.

100%

60%

Maternity Services

First prenatal visit (per pregnancy) and all other maternity physician covered services.

80% after deductible

60% after deductible

Medical / Surgical Services

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

80% after deductible

60% after deductible

## Hospital Services

Hospital Admission Deductible

Per admission, per individual

\$0

\$300

Inpatient Hospital Services

Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.

80% after deductible

60% after deductible



## BENEFIT HIGHLIGHTS

## PPO Network

## Hospital Services (continued)

## Outpatient Hospital Services

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

80% after deductible

60% after deductible

## Outpatient Emergency Care (Accident or Illness)

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

80% after deductible

## Additional Services

## Muscle Manipulation Services

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

80% after deductible

60% after deductible

## Therapy Services - Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

80% after deductible

60% after deductible

## Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

80% after deductible

60% after deductible

## Other Covered Services

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

80% after deductible

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

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

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

## Discounts on Eye Exams, Prescription Lenses and Eyewear

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

## Blue Care Connection (BCC)

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

## Schedule of Maximum Allowances (SMA)

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

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

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

## Affordable Care Act (ACA)

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

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

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



## City of Naperville PC0714

## BENEFIT HIGHLIGHTS\*\*

## PPO Network

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

## Program Basics

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

## Physician Services

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

## Hospital Services

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

## BENEFIT HIGHLIGHTS

## Additional Services

## Muscle Manipulation Services

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

## Therapy Services - Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

## Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

## Other Covered Services

- Private duty nursing - (Please refer to certificate for details)
- Ambulance services
- Naprapathic service - 16 visit maximum per calendar year
- Medical supplies
- Blood and blood components

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

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

Discounts on Eye Exams, Prescription Lenses and Eyeglasses

Members present their ID cards for discounts on eye exams, prescription lenses and eyeglasses at participating vision centers. Call (800) 273-0013 to locate a provider.

## Blue Care Connection (BCC)

When members receive covered inpatient hospital services, outpatient mental health and substance abuse services (BUSA), coordinated home care, skilled nursing facility or private duty nursing from a participating provider, the member will be responsible for contacting either the HCC or MHSA preauthorization line, as applicable. You must call one day prior to any hospital admission and/or outpatient MHSA service or within 7 business days after an emergency medical or maternity admission. Please refer to your benefit booklet for information regarding benefit reductions based on failure to contact the applicable preauthorization line. Note: Outpatient MHSA preauthorization is effective for services on or after January 1, 2011 or upon your group plan renewal date in 2011 and thereafter.

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

- If a member has individual coverage, each calendar year before must satisfy an individual coverage deductible before receiving benefits under this policy. The amount of the individual deductible is indicated above on this benefit highlight sheet. Once a member claims for covered services in a calendar year exceed this deductible without benefits will begin.
- If a member and his/her dependents have family coverage, each calendar year they must satisfy the family coverage deductible before receiving benefits under this policy. The amount of the family deductible is indicated above on this benefit highlight sheet. Once the family deductible has been satisfied it will not be necessary for payment for a calendar deductible in that calendar year. This is, for the remainder of the calendar year, no other family member will be required to meet the deductible before receiving benefits. The cover eligible for benefits under family coverage will be the entire family deductible has been satisfied.
- Please note: The deductible amount may be adjusted based on the cost-of-living adjustments determined under the Internal Revenue Code and rounded to the nearest \$50.
- Also note: Should the Federal Government adjust the deductible for high deductible plans as defined by the Internal Revenue Service, the deductible amount in the Certificate will be adjusted accordingly.

## Schedule of Maximum Allowances (SMA)

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

To Locate a Participating Provider: Visit our Website at [www.bcbi.com/benefits](http://www.bcbi.com/benefits) and use our Provider Finder tool.

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

## Affordable Care Act (ACA)

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

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

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

**APPENDIX G  
WAGES AND COMPENSATION**

| <b>Years of<br/>Service</b> | <b>Current<br/>Rate</b> | <b>5/1/2015<br/>(2.50%)</b> | <b>1/1/16<br/>(2.0%)</b> | <b>1/1/17<br/>(1.50%)</b> | <b>1/1/18<br/>(2.50%)</b> |
|-----------------------------|-------------------------|-----------------------------|--------------------------|---------------------------|---------------------------|
| 0                           | \$17.89                 | \$18.34                     | \$18.70                  | \$18.99                   | \$19.46                   |
| 1                           | \$18.17                 | \$18.62                     | \$19.00                  | \$19.28                   | \$19.76                   |
| 2                           | \$18.73                 | \$19.20                     | \$19.58                  | \$19.88                   | \$20.37                   |
| 3                           | \$19.38                 | \$19.87                     | \$20.26                  | \$20.57                   | \$21.08                   |
| 4                           | \$20.09                 | \$20.59                     | \$21.00                  | \$21.32                   | \$21.85                   |
| 5                           | \$20.83                 | \$21.35                     | \$21.78                  | \$22.10                   | \$22.66                   |
| 8                           | \$21.89                 | \$22.44                     | \$22.89                  | \$23.23                   | \$23.81                   |
| 10                          | \$23.13                 | \$23.71                     | \$24.18                  | \$24.55                   | \$25.16                   |

Pay shall be retroactive to May 1, 2015.