

Collective Bargaining Agreement

By and Between

The City of Naperville

And

The Metropolitan Alliance of Police

Naperville Police Sergeants

Chapter #363

May 1, 2015- December 31, 2019

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PREAMBLE

This Agreement entered into by the City of Naperville, Illinois (hereinafter referred to as the “City”, or the “Employer”) and the Metropolitan Alliance of Police Naperville Police Sergeants Chapter #363 (hereinafter referred to as “Chapter”). The purpose of this Agreement is the promotion of harmonious relations between the Employer 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 Sergeants. Therefore, in consideration of the mutual promises and agreements contained in the Agreement, the Employer and the Chapter do mutually promise and agree, as follows:

ARTICLE 1 RECOGNITION

Section 1.1 Recognition

In accordance with the Illinois State Labor Relations Board’s (ISLRB) Certification of Representation dated February 18, 2005, the Employer hereby recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn peace officers, probationary and non-probationary, with the rank of sergeant employed by the City of Naperville, but excluding the rank of Police Officer, Chief, Captains, Lieutenants, and all other employees of the City of Naperville, including all managerial, confidential and supervisory employees as defined by the Act.

Section 1.2 Fair Representation

The Chapter recognizes its responsibility as a bargaining unit and agrees to fairly represent all Sergeants 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.

ARTICLE 2 NON-DISCRIMINATION

Section 2.1 Prohibition Against Discrimination

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 Sergeant’s ability to perform the job. Any dispute concerning interpretation and/or application of this Article 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 2.2 Gender

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

Section 2.3 Chapter Representative Compensatory Time Bank for Union Activities

Authorized representatives of the Chapter shall be permitted with reasonable notice to visit the police department during working hours to talk with Sergeants and/or employer representatives concerning matters covered by this Agreement. Bargaining unit members may contribute up to two hours per contract year of compensatory time to a bank to be used for the purposes of releasing local Chapter representatives with pay for purposes of collective bargaining activity and meetings, i.e. this bank of time shall be used for purposes other than negotiations and/or grievance processing. The Department and the Chapter jointly shall maintain the records of the compensatory time bank. Hours contributed shall be converted to a dollar amount for the purposes of record keeping and for the purposes of calculating the cost of use by Chapter representatives. The President of the Chapter shall have the authority to approve use of the bank by local Chapter representatives. Leaves of absence without pay will be granted to the extent that there is no interference with City operations, to Sergeants who are elected, delegated or appointed to attend conventions of the Metropolitan Alliance of Police of the Chapter. Any request for such leave shall be submitted in writing by the Chapter to the Sergeant's department director and shall be answered in writing, no later than five (5) days following the request. This shall be limited to three (3) persons for three (3) days each (for Chapter conventions) or, in alternate years, three (3) persons for five (5) days each (for Chapter conventions).

ARTICLE 3 POLICE AND FIRE COMMISSION

Section 3.1 Police and Fire Commission

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

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 Management Rights

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

- To plan, direct, control and determine the budget and all the operations, services and missions of the Police Department; to supervise and direct the working forces;
- To promote Sergeants;
- To establish the qualifications for employment and to employ Sergeants;
- To schedule and assign work;
- To examine Sergeants;
- To establish specialty positions and to select and/or transfer personnel for such positions;
- To establish work and productivity standards, and from time to time, to change those standards;
- To assign overtime, to contract out for goods and services;
- To determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased;
- To make, alter and enforce reasonable rules, regulations, orders, policies and procedures;
- To evaluate Sergeants;
- To discipline, suspend and discharge Sergeants for just cause.
- To change or eliminate existing methods, equipment or facilities or introduce new ones;
- To determine training needs and assign Sergeants to training;
- To determine work hours (shift hours);
- To determine internal investigation procedures;
- To take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the mayor or his authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes), and to carry out the missions of the City.

Inherent managerial functions, prerogatives and policy-making rights which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedures contained herein, provided, however, that the exercise of any of the above rights shall be subject to the Union's rights under Section 4 of the Illinois Public Labor Relations Act and shall not conflict with any of the express written provisions of this Agreement. 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 5 NO STRIKE

Section 5.1 No Strike

Neither the Chapter nor any sergeants, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement

procedures or policies or work to the rule situation, mass absenteeism, picketing for or against the City of Naperville nor in a City of Naperville police uniform or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all Sergeants who violate any of the provisions of this article may be discharged or otherwise disciplined by the City. Each Sergeant 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 5.2 No Lockout

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

Section 5.3 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 5.1 above is whether or not the Sergeant actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Parties retain their respective rights as set forth in the Illinois Public Labor Relations Act.

Section 5.4 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 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 6 DUES DEDUCTION AND FAIR SHARE

Section 6.1 Dues Deduction

Upon receipt of a written and signed authorization form from an Sergeant; the Employer shall deduct the amount of Chapter dues and initiation fees, if any, set forth in a form provided by the union 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. A copy of the Dues Deduction form is attached as Appendix A.

Section 6.2 Fair Share

(a) Pursuant to section 315/6 of Illinois Public Act 87-1005, the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 6.1 of this Article, or if the 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 thirty (30) days after the day of their hire, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the Sergeant's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement.

(b) The employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 6.1 and 6.2 hereof and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Agreement shall require the Employer to make any withholding unless and until the 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.

(c) Said Fair Share payment shall not exceed the dues paid voluntarily to the Chapter by Sergeants 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, except where the employer prosecutes or initiates such action.

ARTICLE 7 SERGEANT SECURITY

Section 7.1 Personnel Files

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

Section 7.2 Rights to Copies, Rebuttals, and Expungements

A Sergeant shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information that was provided with the specific request that it remain confidential unless said information is used as a basis to impose disciplinary action against the employee. In the event that a Sergeant's file contains material that is adverse to the Sergeant, then said Sergeant shall have the right to have placed in the file a written rebuttal to the adverse material.

Records of investigations of misconduct and disciplinary actions shall be expunged from the sergeant's personnel files by the Chief, or his designee, in the following manner:

- Exonerated: immediately
- Unfounded: immediately
- No conclusion: immediately
- Verbal counseling/reprimand: after one year
- Sustained/written reprimand: after two years
- Sustained suspension: after four years
- A sustained allegation involving excessive force, sexual harassment, discrimination or dishonesty in the performance of official police duties, safety violations which result in suspension of five (5) days or more or criminal conduct as referenced below, shall not be subject to expungement.
- Records of investigations of misconduct and disciplinary actions shall not be expunged in the above timeframes when a sergeant has investigations of misconduct or disciplinary actions pending that are similar in nature to any files that are due for expungement. The old records may be used for the purposes of progressive discipline for newly sustained allegations. Upon conclusion of the new investigation, the old records may then be expunged in accordance with all of the above stated rules.
- A sustained allegation involving substance abuse in the performance of official police duties, while on duty, shall be expunged after six years.

Any information of an adverse employment nature that may be contained in any Exonerated, Unfounded, or No Conclusion file shall not be used against the sergeant in any future disciplinary proceeding. A sustained allegation of misconduct involving excessive force, sexual harassment, discrimination, dishonesty in the performance of official police duties or criminal conduct may be used in future employment decisions, including disciplinary proceedings to determine credibility, notice, and the appropriate penalty.

ARTICLE 8 ALCOHOL AND DRUG TESTING

Section 8.1 Statement of Policy

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

Section 8.2 Prohibitions

Sergeants shall be prohibited from:

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

Section 8.3 Drug and Alcohol Testing Permitted

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

Section 8.4 Order to Submit to Testing

At the time a sergeant is ordered to submit to testing authorized by this Agreement, the City shall provide the sergeant with a written notice of the order, setting forth the subjective facts (and reasonable inference drawn from those facts) which have formed the basis of the order to test. The sergeant shall be permitted to consult with a representative of the Chapter within a reasonable time, of the time the order is given; as long as it does not interfere with the timely

execution of the order. No sergeant shall be interrogated without being accorded his rights under the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 *et seq.*). Refusal to submit to such testing may subject the Sergeant to discipline, but the sergeant's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 8.5 Tests to be Conducted

The Parties hereby incorporate by reference the Naperville Police Department Supervisory Protocol for Alcohol/Drug Testing of Sworn Employees, which is subject to periodic modifications, and agree that testing shall be conducted in accordance of this protocol. In conducting the testing authorized by this Agreement, the following conditions also apply:

- (a) Any sergeant ordered to submit to a drug test will not be allowed to drive but will be accompanied to a collection site by his supervisor and will not be allowed to return to work until the test results are know. Said sergeant shall remain on paid status until such results have been received.
- (b) The City reserves the right to test for alcohol if a Sergeant tests positive for any illegal drugs or prescription drugs in excess of the prescribed dosage;
- (c) Require that with regard to alcohol testing, for the purpose of determining whether the sergeant is under the influence of alcohol, test results showing an alcohol concentration equal to or exceeding .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the City from attempting to show that test results below .02 demonstrate that the sergeant's ability to perform his duties was impaired, but the City shall bear the burden of proof in such cases.)
- (d) Provide each sergeant tested with a copy of all information and reports received by the City in connection with the testing and the results.
- (e) Insure that no sergeant is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay, pending the results of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 8.6 Right to Contest

The Chapter and/or the sergeant, 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 subject to the exclusion of items of the Board of Fire and Police Commissioners of the City of Naperville. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that sergeants

may have with regard to such testing. Sergeants retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Chapter.

Section 8.7 Voluntary Requests for Assistance

The City shall take no adverse employment action against a sergeant who voluntarily seeks treatment, counseling or other support for the first instance of an alcohol or drug related problem provided such request is made before a Sergeant is directed to submit to a drug and/or alcohol test under this Agreement. However, the City may require reassignment of the sergeant with pay if he is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the sergeant may obtain referrals and treatment. All such request shall be confidential and any information received by the City, through whatever means, shall not be used in any manner adverse to the sergeant's interests, except reassignment as described above. If a sergeant voluntarily requests such assistance with a drug or alcohol related problem, as described herein, the effected sergeant will be permitted to return to regular work duties only after successful completion of a return to work medical examination by the City's Medical Review Officer (MRO), including testing negative for drugs and alcohol. The sergeant shall also be subject to random testing for drugs and alcohol for twelve (12) months following his/her successful return to work.

Section 8.8 Discipline

A sergeant who has not sought voluntary assistance prior to testing or being requested to take a test for drugs or alcohol and who tests positive on both the initial and confirmatory test for abuse of prescription and/or commercial over-the-counter drugs or is found to be under the influence of alcohol or whose ability to perform his duties are impaired shall be subject to disciplinary action by the City.

A sergeant who has sought voluntary assistance and has informed his immediate supervisor prior to being ordered to submit to a drug and/or alcohol test, and tests positive on both the initial and confirmatory test for abuse of prescription and/or commercial over-the-counter drugs or is found to be under the influence of alcohol, or whose ability to perform his duties are impaired shall not be subject to disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) The sergeant agreeing to and complying with appropriate treatment as determined by the physician(s) involved;
- (b) The sergeant discontinues his abuse of prescription and/ or commercial over-the-counter drugs or abuse of alcohol;
- (c) The sergeant completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months and provides documentation of successful completion;
- (d) The sergeant agrees to submit to random testing during hours of work within

the twelve-month period after a positive confirmatory test.

Sergeants who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the abuse of prescription and/or commercial over-the-counter drugs or the presence of alcohol during the hours of work shall be subject to discipline, up to and including discharge. The foregoing shall not be construed as an obligation on the part of the City to retain a sergeant on active status throughout the period of rehabilitation if it is appropriately determined that the sergeant's current use of alcohol or drugs prevents such individual from performing the duties of a police sergeant or whose continuance on active status would constitute a direct threat to the property or safety of others. Such sergeant shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the sergeant's option, pending treatment.

In the first instance that a sergeant tests positive on both the initial and confirmatory test for illicit drug use, he shall be subject to discipline, up to and including discharge. The City and Union agree that illegal drug use or possession by an officer sworn to uphold the law is intolerable. As such, any challenge by an officer through the BOFPC or arbitration to a charge that he has engaged in illegal drug use and/or possession shall be limited to the issue of whether the officer engaged in such use and/or possession. If it is found by the BOFPC or arbitrator that the officer engaged in illegal drug use and/or possession, the discipline issued by the Police Chief shall stand and cannot be challenged by the officer or overturned by the BOFPC or arbitrator.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 Definitions

A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or Holidays. An "Internal Grievance" is defined as a dispute or difference of opinion raised by an employee or the Chapter which pertains to the internal operations of the Police Department involving an alleged violation of an express provision of this Agreement including, but not limited to issues such as assignment of overtime or disciplinary matters.

A "City/External Grievance" is defined as a grievance which pertains to a matter involving policies established by the City involving an alleged violation of an express provision of this Agreement including, but not limited to issues such as use of sick leave or availability of medical benefits. Disciplinary suspensions of five (5) days or more shall be subject to appeal through the grievance procedure or the Board of Fire and Police Commissioners ("Board"), at the election of the employee. An employee shall have seven (7) days from the issuance of such discipline to elect, in writing, whether or not to proceed to the Board or through the grievance procedure. Once such written election has been submitted it is irrevocable. If an employee chooses to proceed to arbitration it is understood that the discipline may, at the discretion of the police Chief, be imposed per Section 10.2 herein. However, any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Board shall not be considered a grievance under this Section, provided that such suspensions are less than five (5) days in length.

Section 9.2 Procedure

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

Step 1:

Any Sergeant and/or Chapter representative who has a grievance shall submit the grievance in writing on the Grievance Form (Appendix B) to the Sergeant's Deputy Chief, if an Internal grievance, or the Chief of Police if an External grievance, specifically indicating that the matter is a grievance under this Agreement. The grievance shall set forth a complete statement of facts, the provision(s) of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the Sergeant, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The recipient of the grievance shall render a written response to the grievance within seven (7) business days after the grievance is presented.

Step 2:

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

(b) City/External Grievance Appeal: If an external grievance is not settled at Step 1, and the Sergeant or the Chapter, if a Chapter grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted to the City Manager within ten (10) business days of receipt of the response at Step 1. The City Manager, or designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days of receipt with the grievant and an authorized Chapter representative, if one is requested by the Sergeant, at a time mutually agreeable to the parties. The City Manager shall provide a written summary of his response, or the resolution if one is agreed upon, within ten (10) business days following said meeting.

Section 9.3 Arbitration

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

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

Section 9.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been violation, misinterpretation or misapplication of the specific 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 law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 9.4 shall be final and binding upon the City, the Chapter and the Sergeants covered by this Agreement.

Section 9.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within the time frames set forth herein. If a grievance is not presented by the Sergeant or Chapter within the time limits set forth in this Article, it shall be considered "waived" and may not be further pursued by the Sergeant or the Chapter. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved Sergeant and/or the Chapter may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits of this procedure may be extended by mutual agreement of the parties.

Section 9.6 Grievance Processing

Reasonable time while on duty shall be granted to designated Chapter representatives (a maximum of 3 representatives) for the purpose of aiding, assisting or otherwise representing Sergeants in the handling and processing of grievances, and shall be without loss of pay. However, no such activity shall occur in such a manner that it interferes with City operations.

ARTICLE 10 DISCIPLINE AND BILL OF RIGHTS

Section 10.1. Police and Fire Commission Authority

The parties recognize that the Police and Fire Commission of the City of Naperville has certain statutory authority over employees covered by this Agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1, *et seq.* The Agreement is nevertheless intended to supplement the authority of the Police and Fire Commission by providing non-probationary employees with the right to choose between having a dispute as to disciplinary action resolved through the grievance arbitration procedure of this Agreement or by hearing conducted by the Police and Fire Commission.

Accordingly, the parties agree that in disciplinary actions of suspensions of five (5) days or less, where a grievance was filed that was not resolved at Step 3 of the grievance procedure, the employee shall have the right to choose between having the dispute heard before the Police and Fire Commission or to continue an appeal through the grievance procedure as described in § 9.3 of this Agreement. An employee must elect in writing, within five (5) working days of receiving written notice of discipline, between having a dispute regarding a disciplinary action resolved through the grievance/arbitration procedure or by hearing conducted by the Police and Fire Commission. When the Chapter files a notice with the City referring the grievance to arbitration as described in 5.3, it shall constitute as notice of the employee's election to appeal the disciplinary dispute through the grievance arbitration procedure and to waive any hearing before the Police and Fire Commission. Conversely, the failure to file such notice shall constitute a

waiver of the grievance appeal and an election by the employee to have the dispute heard by the Police and Fire Commission. If the sergeant elects arbitration as provided in Section 9.3, or elects to proceed before the Board, the discipline may be imposed immediately and will be subject to review by the arbitrator or Board. The parties acknowledge that suspensions of greater than five (5) days are not subject to the grievance/arbitration procedure.

In the event of any conflicts between this procedure, any City ordinances or the Police and Fire Commission rules, the provisions of this contract shall take precedence. The administration of discipline by the City in other respects shall be carried out as stated in the sections that follow.

The Parties agree that oral reprimands and written reprimands are not subject to appeal to either arbitration or to the Police and Fire Commission, but rather, will be subject to final determination by the City Manager, as provided in Section 9.2, Step 2 of the grievance procedure contained herein.

Section 10.2. Disciplinary Action

Disciplinary action (i.e. oral or written reprimand, suspension or discharge) may be imposed upon sergeants only for just cause. Should a member be the subject of a disciplinary suspension, said suspension shall not be served until the employee has completed the Step 2 grievance meeting with the Police Chief or his designee.

Section 10.3. Pre-Disciplinary Meeting

Before the Chief of Police reaches a decision to impose or recommend a disciplinary action the Chief or his designee may notify the Chapter. The sergeant may request a meeting with the Chief, alone or with a Chapter representative present, to be informed of the reasons for the contemplated disciplinary action. The employee, and the Chapter representative when present may be given the opportunity to informally discuss, rebut or clarify the circumstances surrounding the situation.

Section 10.4. Notification and Measure of Disciplinary Action

In the event disciplinary action of five (5) days or less is taken against an employee, the Department shall promptly furnish the employee a written statement that outlines the reasons for such action. The measure of discipline and the statement of reasons may be modified but not increased by the City as a result of any grievance meetings. The previous sentence shall not preclude the Chief from initiating additional charges if new facts become known to him, nor shall it affect the authority of the Fire and Police Commission under the Municipal Code.

Section 10.5 Officers' Conduct

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

Section 10.6 Bill of Rights

Nothing in this Agreement shall be construed to preclude the applicability of "Uniform Peace Officer Disciplinary Act", as set forth in Illinois Compiled Statutes, 50 ILCS 725/1 *et. seq.* Nothing herein shall be construed as a waiver of Sergeants' right under the Illinois Public Labor Relations Act to union representation in disciplinary questioning.

Section 10.7 Complaints Against Members

The City shall comply with the requirements of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725.1 *et. seq.* as amended from time to time and as interpreted by the courts. Employees who are the subject of a disciplinary investigation shall be notified in writing after thirty (30) days of either a decision or, in the case where more than thirty (30) days is necessary to complete the investigation, the status of the investigation. In the case of a status report provided after thirty (30) days, further status reports shall be provided every fourteen (14) days thereafter until the investigation is concluded and a decision is rendered.

ARTICLE 11 NO SOLICITATION

See **Appendix C**

ARTICLE 12 BULLETIN BOARDS

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

ARTICLE 13 LAYOFF

Section 13.1 Layoff

The City, in its discretion, shall determine whether layoffs are necessary. If the City determines that layoffs are necessary, Sergeants covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18. Except in an emergency, no layoff will occur without at least fifteen (15) calendar day 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 13.2 Reduction in Workforce

In the event the City determines to reduce the number of Sergeants then those Sergeants affected will be reduced to the next lower rank.

Section 13.3 Recall

Sergeants who are forced into a reduced rank due to a reduction in the number of sergeant positions shall be placed on a recall list. If a sergeant position(s) becomes open as determined by the City Manager, sergeants on the recall list shall have the right to fill said position in the inverse order of their reduction in rank, provided they are fully qualified to perform the work to which they are recalled. Sergeants on the recall list shall have priority for recall to an open sergeant position over officers on the Naperville Board of Fire and Police sergeant promotion list. Sergeants recalled to duty shall be subject to a reasonable amount of retraining at the discretion of the Chief of Police.

Sergeants 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 Sergeant by certified or registered mail with a copy to the Chapter, provided that the Sergeant must notify the Police Chief or his designee of his intention to return to the sergeant position 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 Sergeant, it being the obligation and responsibility of the sergeant to provide the Police Chief or his designee with his latest mailing address. If a sergeant 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 14 LABOR-MANAGEMENT CONFERENCES

Section 14.1 Labor Management Conferences

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

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

Section 14.2 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 14.3 Attendance at Labor Management Conferences

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

ARTICLE 15 SENIORITY

Section 15.1 Definition of Seniority

As used herein, the term “seniority” shall refer to and be defined as the continuous full-time length of service in rank covered by this Agreement from the date of promotion. In the event of multiple sergeant promotions on the same date, the sergeant’s rank on the promotion list shall be determinative of the seniority date preference.

Section 15.2 Vacation Scheduling

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

Section 15.3 Seniority List

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

Section 15.4 Termination of Seniority

A Sergeant’s seniority shall be broken when he:

- 1) Quits; or
- 2) Is discharged or demoted in accordance with this Agreement; or
- 3) Is reduced in rank pursuant to the provisions of the applicable agreement for a period exceeding thirty-six (36) months; or

- 4) Accepts gainful employment while on an approved leave of absence from the police department, unless he has received prior consent of the City Manager to keep his seniority.
- 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 15.5 Non-Accrual of Seniority on Unpaid Leaves

Sergeants 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 16 MEDICAL, DENTAL AND LIFE INSURANCE

Section 16.1 Employee Premium Contributions and Benefit Levels

The City agrees to continue the benefits/plans currently provided for by the City at the same or substantially similar to current levels for the duration of the agreement except as modified below. Changes proposed by the City that effect the level of benefits received or the costs incurred by the Sergeants for any of the insurance benefits in this article shall be subject to negotiations between the parties. If the parties fail to reach an agreement, and the City implements any changes, the Union may challenge that decision through the grievance arbitration provision of this Agreement.

The City will provide a complete medical insurance program and dental insurance program covering all full-time Sergeants and their dependents. The parties agree that nothing in this agreement restricts the City's right to change insurance carriers, plan administrators, networks, to self-insure and to change the method or manner of self-insurance, to implement a health insurance program with multiple plan options, to participate in programs to reduce health insurance costs, or to use health maintenance organizations or other similar groups.

The City will allow its Sergeants to choose either its PPO, CDHP, HDHP/HSA PPO or HMO medical program. Upon ratification of this agreement and a subsequent special enrollment period, the benefit levels for these plans shall be as set forth in **Appendix D** of this Agreement. Employees participating in the medical insurance and/or dental insurance programs 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 provide to the Chapter written documentation as to the premium calculation for each plan and plan option for each year of this agreement. The employee premium contribution for 2016 for each plan and plan option, which shall be effective after the aforementioned special open enrollment period, is appended hereto as Appendix E. Increases in the employee premium contribution in subsequent years shall not exceed an annual increase of ten (10) percent. This contribution increase cap shall increase to

fifteen (15) percent effective with any increase implemented on January 1, 2018 and subsequent years. The City shall have the right to implement new employee premium contribution rates on January 1 of each year consistent with the above language regardless of whether the collective bargaining agreement has expired. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance.

Section 16.2 Wellness Incentive for HDHP/HSA Participants

Employees participating in the HDHP/HSA medical plan who participate in and satisfactorily complete the requirements of the Wellness Incentive Program set forth in Appendix F, shall receive a contribution in an amount equal to 5% of the total annual premium equivalent into the employees' HSA account each calendar year. The City Human Resources Department, or their designee, shall determine whether a participant has met the requirements and qualified for the incentive. To be eligible the employee must be enrolled in the plan on December 31 of each calendar year, and the Wellness Incentive will be made as a prior year lump sum payment into the employees' HSA account within sixty (60) calendar days from the end of the calendar year in which the wellness program was successfully completed.

Section 16.3 Life Insurance

The City shall provide life insurance in an amount equal to one-and-one-half (1-1/2) times the sergeant's base salary for sergeants covered under this agreement.

Section 16.4 Flexible Spending Accounts

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

ARTICLE 17 HOURS OF WORK AND OVERTIME

Section 17.1 Application of Article

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

Section 17.2 Normal Work Periods and Overtime Pay

The normal workday shall be eight hours per day. Patrol Sergeants shall work twelve (12) hour shifts provided Patrol Officers continue to work the same shift. Patrol Sergeants may be required to report thirty (30) minutes before the beginning of their scheduled shift for roll call preparation at time and one-half their regular hourly rate of pay. Sergeants assigned to other than Patrol shall have any hours exceeding eight (8) in a day or forty (40) in a week paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay. Sergeants assigned to Patrol shall have any hours exceeding twelve (12) in a day or eighty (80) in a fourteen (14) day work cycle paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay. Sergeants may be assigned to a ten (10)

hour shift and shall have any hours exceeding ten (10) in a day or 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.

Sergeants assigned to work eight (8) hour shifts will be allowed to take a paid thirty (30) minute lunch break each day subject to availability and service calls. Sergeants assigned to work ten (10) hour shifts will be allowed to take a paid forty-five (45) minute lunch break each day subject to availability and service calls. Sergeants assigned to work twelve (12) hour shifts will be allowed to take a paid sixty (60) minute lunch break each day subject to availability and service calls.

Section 17.3 Callback

Callback is defined as an assignment of work that does not immediately precede or follow a Sergeant's regularly scheduled workday. Sergeants called back for a work assignment shall be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater, at one-and-one-half (1-1/2) times their regular rate of pay. Notification for court or other assignments by telephone does not constitute callback. However, discussion of a work assignment by telephone does constitute callback and the sergeant will be paid for the actual time of the conversation in fifteen (15) minute increments.

Section 17.4 Court Time

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

Section 17.5 Court Readiness Pay

Sergeants required by the Chief of Police, or his designee, to be available for a possible court appearance (trial) during off-duty time shall receive two (2) hours at one-and-one-half (1-1/2) their regular rate of pay per day as court readiness pay unless the sergeant is notified by 5:00 p.m. on the prior business day that he/she was scheduled to appear that his/her appearance will not be necessary.

Section 17.6 Stand-by

Any sergeant assigned to be on stand-by on weekends, beginning at the end of the regularly scheduled work day on Friday until the beginning of the regularly scheduled work day on Monday or any two consecutive days off, shall receive twelve (12) hours of pay at their regular straight time hourly rate.

Section 17.7 Required Overtime

The Chief of Police, or his designee, shall have the right to require overtime work and sergeants may not refuse overtime assignments. In non-emergency situations, the Chief or his designee shall take reasonable steps to obtain volunteers for posted overtime assignments before assigning required overtime work. Where it will not adversely affect the job or unduly add to the time of making work assignments, the Chief, or his designee, will assign overtime on a seniority basis among Sergeants present and available, with the most senior sergeant having right of acceptance or refusal. However, volunteers will not necessarily be selected for work in progress. Also, specific sergeants, including investigators, may be selected for special assignments based upon specific skills, ability and experience they may possess.

Permanent shifts are selected by seniority prior to the beginning of the next calendar year. Sergeants who are assigned to permanent zones may be assigned to special overtime for assignments specific to their zones - *i.e.*, homeowner association meetings and zone specific problem solving issues - without regard to seniority except as to each other (unless the sergeant created the special overtime assignment through his/her own efforts).

Any other patrol sergeants overtime assignment that is known more than five (5) days in advance shall be posted to all sergeants of the patrol division. The Watch Commander or his designee will have the flexibility to fill a twelve (12) hour overtime assignment with one sergeant or to apportion that overtime to two sergeants in two six hour assignments. The assignments will be based on seniority and will be posted in accordance with the Special Event and Billable Overtime assignment process set forth in Section 17.11. Any patrol sergeant overtime assignment that is known for five (5) days or less in advance will be filled by the Watch Commander or his designee who may use sergeants from the affected watch prior to utilizing other patrol division sergeants. These assignments will not be posted. Covered sergeants will be entitled to two (2) hours of overtime pay for any overtime assignments cancelled with less than forty-eight (48) hours notice prior to the start of such assignment. Sergeants assigned to specialty positions outside of the patrol division will not have their positions changed to meet the manpower requirements of the patrol watch except in cases of immediate emergency or an absence of a patrol sergeant in excess of ten shift days.

Section 17.8 No Pyramiding

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

Section 17.9 Changes in Normal Workweek and Workday

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

This section does not apply for sergeants who are assigned to be on stand-by pursuant to Section 17.6.

An event not related to daily operations or special events that is known to the department for fourteen (14) days or more prior to the event and requires reallocation of resources, including personnel, shall require two (2) weeks prior notification of schedule changes to covered employees affected by such reallocation. This two (2) week advance notice shall not apply to schedule changes caused by previously unknown information related to the event that becomes known within the fourteen (14) day period.

Section 17.10 Switching of Shifts

Sergeants may switch individual shifts by obtaining prior approval from their supervisor prior to the start of the shift to be the switched.

Section 17.11 Special Event Overtime

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

- 1) is distributed to all police personnel by e-mail;
- 2) is posted in on the bulletin board outside of the traffic unit;
- 3) describes the event including:
 - (a) date/time to be worked,
 - (b) location
 - (c) who will be responsible for the scene,
 - (d) mode of dress required,
 - (e) any special qualification needed,
 - (f) general responsibilities/duties,
 - (g) name of organization and person running the event,
 - (h) number of sergeants needed,
 - (i) date of posting, and
 - (j) deadline for response

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

(C) *Selection:* All personnel selected will be based on seniority (most senior first) from the list of volunteers. In the event an assignment is not filled due to a lack of sergeant volunteers, selection will be based on the inverse order of seniority of sergeants and subject to availability. The Patrol Division Commander, or his designee, will prepare a memo indicating the sergeant(s) who are assigned to the event and distribute it to:

- 1) the sergeant(s) assigned;
- 2) all commanders;

3) the bulletin board outside of the traffic unit.

(D) *General Rules*: For most special events and billable overtime, the selection/notification will occur at least seven (7) days prior to the event. Special Events approved by the Police Department with less than seven (7) days prior notice may be handled/or denied at the discretion of the Patrol Division Commander or his designee. If a sergeant selected to work a special event cannot work the event, he must notify the Patrol Division Commander, or his designee, as soon as possible. If a sergeant selected to work a special event fails to notify the Patrol Division Commander or his designee at least seventy-two (72) hours prior to the event, it shall be the sergeant's responsibility to either find a substitute sergeant to work the event or work the event himself.

E. The parties agree that there shall be one (1) Sergeant assigned to every special event for every seven (7) patrol officers assigned to such events. Sergeants assigned shall be assigned to supervisory duties.

Section 17.12 Compensatory Time Off

The Employer agrees to grant compensatory time in lieu of overtime payment at the Sergeant's request. Compensatory time off may be accumulated to a maximum of eighty (80) hours, provided that the officers compensatory time bank will be reduced to a maximum of sixty (60) hours as of the last payroll date in December of each year. Compensatory time off will be granted at the Sergeant's request with such request subject to the approval of the Sergeant's immediate supervisor and with the consideration of other like requests and staffing, except that one (1) compensatory day per calendar year may be requested by each covered sergeant with at least fourteen (14) days written advanced notice, said request shall not be denied. When compensatory time off is granted, the Sergeant shall not be required to remain on stand-by status. The City agrees that employees who elect to contribute compensatory time to their annual VEBA contribution shall have the right to "park" their annual compensatory time contribution up to a maximum of forty (40) hours outside of the sixty (60) hours maximum set forth above.

Section 17.13 Assignment to Special Units

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

Section 17.14 Staffing Levels

The Department will establish staffing levels each year for the purpose of granting time off. The Department reserves the right to modify staffing levels during the year and, if it does so, the Union will be so advised and any Sergeant who has been granted a day off (whether taken or not) will not be adversely affected. The actual staffing levels are not part of this collective bargaining agreement and are not subject to the grievance and arbitration process.

Section 17.15 Sick Call/Call In Procedure

Sick call on any shift:

1. If the call-in is received twelve (12) hours prior to the start of shift but less than twenty-four (24) hours prior to the start of shift, the opposite company same shift sergeants will be called (even if they are off on vacation) to fill the vacancy. If no one on the opposite company same shift will fill the vacancy then the Sergeants assigned to the shift working opposite those coming in the following morning will be called. If none of these Sergeants call fill the vacancy the member of the Chapter who is assigned as the Traffic Sergeant would be called to fill the vacancy. If no one takes the vacancy after the calling is completed, then reverse seniority of this entire group will be utilized and the junior sergeant will be required to fill the vacancy, excluding anyone on scheduled vacation, personal or compensatory time.
2. If the call-in is less than twelve (12) hours prior to the start of shift, the available personnel on duty will be requested by seniority to hold over for four (4) hours, and then procedure one above will be followed. If this sick call results in the potential cancellation of DRT on the shift, the Sergeant whose DRT is being cancelled will be asked if he/she would like to work DRT as overtime. If the Sergeant does not want to work the overtime, then procedure one above will be utilized. If no one off duty accepts the four (4) hours of DRT overtime, then the Sergeant's DRT will be cancelled and he/she will be required to stay.
3. If the sick call vacancy is known greater than twenty-four (24) hours but less than five (5) days in advance then an e-mail to the Sergeant's Naperville e-mail address, a text to their Preferred phone, and a message to the on duty sergeant cars will be sent out asking for a Sergeant to fill the opening. A minimum of four (4) hours for Sergeants to respond is required. This selection will be made strictly by seniority of those who respond.
4. Vacancies known greater than five (5) days in advance will follow normal posting procedures.
5. Call in lists by seniority, company, shift, and specialty position will be maintained by the Watch Commander's secretary.
6. No Sergeant will be required to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period without receiving eight (8) hours of rest except in case of an emergency, which must be documented by the on duty Watch Commander.

ARTICLE 18 HOLIDAYS

Section 18.1 Holidays

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

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

Section 18.2 Payment in Lieu of Holidays

Sergeants will receive compensation in the form of an extra day's pay at one-and-one-half (1-1/2) times the Sergeant's regular hourly rate for all holidays. When a holiday falls on a normal day off for such Sergeants, they will receive the same benefits as if the holiday fell on the day of work. Sergeants shall have the option for the last five (5) holidays of the year (Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day) to convert those holidays to vacation days as payment in lieu of the holidays.

- 1) As paid time off at the regular wage rate and receive the extra one-half time (twenty ((20) hours)) can be paid in cash in January of each year; or
- 2) Forty (40) hours at a rate of one-and-one-half (1-1/2) time the Sergeant's regular hourly rate to be paid in cash rather than the time off.

Sergeants receiving payment in lieu of holidays must work the last scheduled day before and the first scheduled day after a holiday to be entitled to holiday pay unless absence is authorized for a scheduled vacation, verified illness or other authorized leave. Because accounting practices do not allow for a separate record for payment in lieu of holidays, shift Sergeants receiving payment in lieu of holidays will accrue vacation at a higher rate. However, should a Sergeant terminate employment prior to qualifying for a holiday, their final vacation payout will be reduced on a prorated basis. PTO and Vacation accrual rates can be found in Article 20, Section 20.1 and 20.11.

Sergeants receiving payment in lieu of holidays must work the last scheduled day before and the first scheduled day after a holiday to be entitled to holiday pay unless absence is authorized for a scheduled vacation, verified illness or other authorized leave. Because accounting practices do not allow for a separate record for payment in lieu of holidays, shift Sergeants receiving payment

in lieu of holidays will accrue vacation at a higher rate. However, should a Sergeant terminate employment prior to qualifying for a holiday, their final vacation payout will be reduced on a prorated basis. PTO and Vacation accrual rates can be found in Article 20, Sections 20.1 and 20.11.

ARTICLE 19 LEAVES

Section 19.1 Personal Leave

All full-time permanent Sergeants shall be granted sixteen hours leave for personal business during each year of this contract without loss of pay or of deduction of sick leave. Personal business is defined as any business that cannot be conducted at a time not in conflict with the Sergeant's regular workday, an emergency over which he has no control, which requires immediate attention and the observance of a religious obligation. Notice of such leave shall be given as far in advance as is possible, and may be taken as a portion of a day, but in no event less than two (2) hours. A personal business day may not be used while an Sergeant is on sick leave and may not be used during the week immediately before or after an Sergeant's scheduled vacation, nor in conjunction with a holiday except in unusual or emergency circumstances but may be taken at the expiration of sick leave. A personal business day, or any portion thereof, that is unused at the end of each annual anniversary of this Agreement shall be dropped from the Sergeant's record. If any full-time permanent Sergeant shall take any personal leave prior to completing six (6) months of employment with the City, and shall leave the City's employment during said six (6) month period, said Sergeant shall be obligated to repay said leave payment to the City and the City shall deduct any such amount from any funds owed by the City to said Sergeant.

On January 1, 2011, all full-time permanent employees shall be granted eight (8) hours of additional personal leave which must be used no later than December 31, 2011. This leave must be taken as time off and cannot be converted to a cash payment. This shall be a one-time eight (8) hour grant for calendar year 2011 only. This term shall expire on the termination date of this agreement.

Section 19.2 Funeral Leave

When there is a death in the immediate family of a Sergeant, said Sergeant shall be granted up to three (3) days off, regardless of whether or not the employee is scheduled for an eight (8) or twelve (12) hour shift,, without loss of pay and without charge to accrued leave between the date of death and the date of the funeral. Any additional time needed for funeral leave purposes shall be at the discretion of the Department Director and shall be chargeable to accrued leave. The term "immediate family" is defined as spouse, mother, father, brother, sister, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, grandparents of a spouse, or other persons who have been members of the Sergeant's household at the time of death (this list includes relationships of "step", "half" and "great").

Section 19.3 Military Leave

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

Active Reservists. Regular full-time Sergeants who are members of a military reserve unit and called to active duty will be granted a military leave of absence for the period of time called to duty or any extension of active duty at the request of the Federal Government. During the term of leave, the Sergeant will be paid any difference between the City of Naperville salary and military pay for the duration of their active duty obligation. In addition, all medical benefits will be continued for the dependents of reservists called to active duty, also for the duration of their active duty obligation. Upon return from military leave, the Sergeant will not suffer any loss of seniority, status, salary increases and covered benefits. The City of Naperville intends to comply with the prevailing state and federal laws regarding military commitments by Sergeants.

Section 19.4 Jury Duty Leave

Sergeants called upon for jury duty should notify their Department Director as soon as possible. Time off with pay shall be granted to individuals serving on jury duty when adequate documentation is provided. Straight time pay for eight (8) hours or twelve (12) hours, for patrol sergeants, per day will be paid for the period served, if the Sergeant provides documentation of actual days served. The Sergeant should submit proof of service to his immediate supervisor at the end of the pay period to receive a regular paycheck. A Sergeant's time served on jury duty shall not be charged against sick time or vacation time and shall be considered time worked. Sergeants may keep any payment for jury duty served.

Section 19.5 Family and Medical Leave Act

Provisions of the Family and Medical Leave Act (FMLA) were adopted as City policy on August 3, 1993 shall apply as amended. This section shall not be subject to the grievance procedure.

ARTICLE 20 PTO, SICK LEAVE and VACATION LEAVE

Section 20.1 Participation in PTO Plan (TOP)

Sergeants may voluntarily participate in the City's Time Off Plan (TOP) instead of the sick and vacation plans in place prior to the implementation of TOP. Upon promotion to the rank of

sergeant or upon the signing of this contract, the sergeants in the sick leave plan shall have a thirty day time period to change to the TOP plan.

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

A. **Components** - TOP has several components: Paid Time Off (PTO), Sick Leave, Elimination Period, PTO cash out, Sick Leave Donation Bank, 401(a) Sick Leave Incentive. To benefit from any and all features of TOP, a Sergeant 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).

1. **Paid Time Off (PTO)** Paid Time Off (PTO) eliminates the distinction between sick and vacation. PTO is an accrual of time, which a Sergeant 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 Sergeant's record each pay period. Sergeants who work less than a 40-hour workweek will have their PTO accrual prorated accordingly. PTO time will not be earned during any period of unpaid leave. A maximum 2- year accrual of PTO time may be accumulated at any one time. Any PTO beyond a 2 year accrual will be forfeited. PTO is earned according to the following schedule after June 9, 2002 (the first year accruals will vary due to crediting upfront the 40 hours of PTO time):

2. **ACCRUAL RATES FOR TOP** - Accrual is rounded on the last pay period of the calendar year to balance the accrual as required. Sergeants paid in lieu of holidays will accrue an extra 40 hours of PTO time (1.54 hours per pay period). Usage of PTO is governed by each department's work rules and is subject to supervisory approval. All accrued PTO will be paid out at the time a Sergeant separates from employment.

Start Of year	Annual PTO Accrual (hours)	Accrual per pay period	Max Accrual
1	120	4.62	240
2	120	4.62	240
3	120	4.62	240
4	120	4.62	240
5	160	6.15	320
6	160	6.15	320
7	160	6.15	320

8	160	6.15	320
9	160	6.15	320
10	160	6.15	320
11	200	7.69	400
12	200	7.69	400
13	200	7.69	400
14	200	7.69	400
15	200	7.69	400
16	208	8.00	416
17	216	8.31	432
18	224	8.62	448
19	232	8.92	464
20 +	240	9.23	480

NOTE: The accruals documented in the above chart do not include the 1.54 hours per pay period for sergeants paid in lieu of holidays.

3. **Sick Leave Accrual on TOP:** Sergeants 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 Sergeants scheduled less than 40 hours per week). Sergeants who converted to TOP with an excess of 960 hours will not earn sick leave until their balance is reduced, by use, to below the 960 hour maximum. Sick leave will be earned in the same pay period as the Sergeant's sick leave drops below 960 hours. Sergeants may transfer unused PTO time into their sick leave account if they have less than 960 hours accrued. Sergeants may convert 10 sick days to 1 PTO day anytime their sick leave bank is in excess of 960 hours.

B. **Elimination Period:** Sergeant may only use sick leave after a sixteen (16) hour Elimination Period. The first sixteen (16) hour of any instance of sick leave absence will be drawn from paid leave accruals other than sick leave. A Sergeant may draw from PTO, personal leave, floating holidays, supervisory days or compensatory time to satisfy the sixteen (16) hour elimination period Unpaid leave may not be utilized to satisfy a sixteen (16) hour elimination period until all paid leaves have been exhausted. A Sergeant will need to exhaust only one elimination period for an on-going or re-occurring serious illness or disability (for themselves or an immediate family member) if certified by a Physician under the FMLA. Fathers and adoptive mothers may utilize up to 5 sick days for the birth or adoption of their child after satisfying an elimination period. Sergeants may not switch their planned PTO time to sick leave unless they are admitted to the hospital and a sixteen (16) hour elimination period has been satisfied first.

C. **PTO Cash Out :** Sergeants may cash out up to a maximum of 80 PTO hours on a fiscal year basis, if they have at least 640 hours of sick leave accrued.

D. **Sick Leave Donation Bank for TOP Participants** A sick leave donation bank has been established to continue the income of eligible Sergeants under the following circumstances:

1. A Sergeant's own non-job related, serious illness, until the Sergeant is eligible to draw disability payments from his/her pension fund.
2. To care for a member of an Sergeant's immediate family (defined as an Sergeant'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.
3. Sergeants may withdraw a maximum of 160 sick leave hours during their employment with the city. To withdraw time from the Sick Leave Donation Bank, a Sergeant must be a participant in the Bank. To participate, a Sergeant must have at least 160 sick hours accrued and have donated at least 8 hours to the Bank. A Sergeant 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, a Sergeant must have depleted all other accrued leaves and have submitted all necessary documentation required under FMLA, IMRF or other pension fund. A Sergeant 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 Sergeants.

E. **Sick Leave Incentive for TOP Participants: 401(a)** Each year, Sergeants who utilize 24 hours or less of sick leave will be eligible for a sick leave incentive. The sick leave incentive shall be paid by the city into the Sergeant's individual 401(a) account. The city's contribution is pre-tax. Sergeants will manage their own investment options available in the 401(a) plan. All funds in an Sergeant's 401(a) account are portable upon separation from employment. The sick leave incentives will be paid by the end of July each year for the TOP year ending June 9th.

The incentive is calculated by multiplying the Sergeant's current wage rate by the multiplier in the following table:

Years of service completed Days of Pay (based on full-time employment)

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)

F. Payment and Conversion of Leave Time at Retirement and Separation for TOP

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

1. When an Sergeant retires under the provisions of the Police pension fund, or when a vested Sergeant dies in active status, he or she (or his/her beneficiaries) shall be entitled to a cash bonus that is deposited, pre-tax, into the sergeants VEBA account under the following conditions:
 - a) The Sergeant may convert up to 100% of earned PTO and up to 960 hours of earned sick leave, as of the final day of work, into the above cash bonus. Payment is made at the wage rate in effect on the last workday.
 - b) To receive the termination bonus under this section, a Sergeant must be at least 50 years of age as of the last day of actual work and be fully vested with eight years of service creditable to the Police Pension Fund.

Section 20.2 Sick Leave Accumulation for Non-TOP

Effective 5/1/2005, sick leave shall be earned for each pay period worked, effective upon promotion, at a rate of 4.615 hours per pay period for a total of 120 hours per year. Any Sergeant who terminates employment and has utilized unearned sick leave days shall be required to repay the City for such days upon his termination. No sick leave will be earned during an unpaid leave of absence. Sick leave with pay may be accumulated without limitation.

Section 20.3 Sick Leave Payout Upon Retirement for Non-Top

Accumulated Sick leave up to 960 hours total as of the final day of actual work shall, upon formal retirement from the City's service, be deposited, pre-tax, into the sergeants VEBA account. The 960 hour limit shall be reduced by the number of sick time hours contributed by a sergeant to his/her VEBA during the course of his/her employment. Sergeants must be at least fifty (50) years of age as of the last day of actual work and be fully vested with eight (8) years of service credible to the Police Pension Fund.

The Sergeant may convert up to 100% of earned vacation, as of the final day of work, and up to 960 hours of earned but unused sick leave as set forth above into the above cash bonus. Payment is made at the wage rate in effect on the last workday.

To receive this termination bonus under this section, a Sergeant must be at least 50 years of age as of the last day of actual work and be fully vested with eight years of service creditable to the Police Pension Fund.

Section 20.4 Sick Leave Usage for TOP (after elimination period) and Non-TOP

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

- 1) Incapacitation due to illness, injury or disability;
- 2) Personal medical or dental appointments, which cannot be scheduled during non-working hours;
- 3) Absence required by illness or disability of the Sergeant's spouse, children, parents, parents-in-law, sisters and brothers; other persons living in the Sergeant's household are also included. A Sergeant may request additional time for

extenuating circumstances from their Division Commander. Sergeants may be requested to bring in a physicians statement.

- 4) Fathers may use up to forty (40) hours for the birth of his child or children without requiring medical verification.
- 5) Adoptive mothers and adoptive fathers may use up to forty (40) hours for the placement of his/her child or children without requiring medical verification.

Section 20.5 Limitation On Use of Sick Leave

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action.

Section 20.6 Accruals While On Leave of Absence Without Pay

PTO, vacation and sick leave will not be accrued during any type of leave of absence without pay.

Section 20.7 Notice of Use of Sick Leave

The Department Director will establish procedures for Sergeants to notify supervisors of absence and intent to use sick leave or unscheduled PTO. If sick leave is used for more than 40 consecutive hours, or in conjunction with a day off, a supervisor may request a written confirmation of illness or injury signed by a physician. If sick leave is used for more than 40 consecutive hours, a statement from a physician may be required indicating that the Sergeant's physical or mental ability will allow a return to normal duty. A supervisor may also require a statement from a physician confirming illness when there have been more than five (5) instances of absence for sick leave in any one (1) year (calendar year period). Sergeants are responsible for obtaining a physicians statement when required. The City reserves the right to require a Sergeant to be examined by a City appointed physician at the City's expense.

Section 20.8 Sick Leave Advance Usage for Non-TOP

Sergeants are expected to use sick leave only for reasons stated in 20.4. Judicious use of sick leave will help provide the Sergeant with continuing income in the event of a serious illness. However, if a Sergeant incurs a serious illness that requires a lengthy absence, physician care or hospitalization and accumulated sick leave is exhausted, arrangements can be made to receive advance sick leave.

(a) After sick leave is exhausted and a Sergeant has been ill for 56 consecutive hours, he may be advanced 240 hours of additional sick leave, subject to the following:

- 1) This benefit is not intended to be a substitute for benefits that may be available from a pension fund. Consequently, at the expiration of regular sick leave benefits, the Sergeant must apply to the appropriate pension fund for coverage if he is to become indebted to the City for sick leave. After applying to the appropriate pension fund for coverage, the Sergeant may borrow sick leave until the pension fund approves the Sergeant's application, subject to the maximum of 240 hours.

2) The Sergeant must sign an installment agreement to repay the sick leave that is advanced. The agreement must be signed before any additional sick leave is paid.

3) When the Sergeant returns to work, the Finance Department will advise the Sergeant how much sick leave is owed. Repayment will involve crediting one-half (1/2) of all sick leave earned to the debt until it is repaid. The Sergeant may also repay the debt or a portion of it with cash or vacation time credit. If employment with the City is terminated, the Sergeant will be required to pay the debt. Repayment is required whether termination is voluntary or involuntary. Sergeants may repay any unpaid portion of the additional leave time by cash, vacation time credit or unused sick leave credit. Refunds from the pension contributions may also be used. If a debt remains after all available credits and payments have been applied at the time of termination, the Sergeant will repay the debt within a period of time agreed to by the City. If an Sergeant dies while still in service to the City and is indebted to the City for borrowed sick leave, then the debt still due shall be canceled by the City.

Section 20.9 Vacation Accrual for Non-TOP

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

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

Maximum total vacation time that can be earned is 240 hours. Because accounting practices do not allow for a separate record for payment in lieu of holidays, shift Sergeants receiving payment in lieu of holidays will accrue vacation at a higher rate. However, should a Sergeant terminate employment prior to qualifying for a holiday, their final vacation payout will be reduced on a prorated basis. Sergeants must complete six (6) months of employment before any vacation time can be used.

Section 20.10 Vacation Carryover and Scheduling

Sergeants may take their annual vacation based on a seniority selection process and according to the rules set up for the particular unit to which they are assigned. A maximum of two (2) years of earned vacation or PTO time may be accumulated at any one time. Any hours accrued beyond that will be forfeited. Sergeants may cash out up to eighty (80) hours per year of accrued but unused vacation time.

Section 20.11 Vacation Schedule

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

Section 20.12 Payout of Vacation Benefits Upon Termination

When a Sergeant's service with the City is terminated, he shall receive compensation for unused vacation leave accumulated, prorated if Sergeant leaves before the last five (5) holidays of the year.

Section 20.13 Illinois Police Officer Disability Act

A Sergeant covered by the terms of this Agreement who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1, Illinois Compiled Statutes. This section shall not be subject to the grievance procedure.

ARTICLE 21 UNIFORMS AND EQUIPMENT

Section 21.1 Uniforms and Equipment

The employer agrees to purchase for each newly promoted sergeant all needed uniforms and equipment. This shall include, but not be limited to:

- 5 long sleeve uniform shirts with sergeant stripes affixed
- 5 short sleeve uniform shirts with " "
- Outer vest covers
- Winter stocking caps
- 2 turtleneck shirts
- Dress blouse
- 2 white shirts
- 1 sergeant tie bar
- 1 sergeant 5-star winter hat
- 1 sergeant 5-star summer hat
- 4 brass colored belt keepers
- brass colored belt accessories
- Sergeant stripes and brass buttons added to all jackets
- 4 pants
- Jackets
- Raincoats
- Bullet proof vests

Investigation Sergeants will receive an annual payment of six hundred dollar (\$600.00) clothing allowance. Such allowance shall be paid in the first pay period in February of each year of this Agreement.

Section 21.2 Uniform Replacements and Uniform Maintenance Allowance

The Employer shall replace all worn or damaged uniforms and equipment as needed by the Sergeant. The Employer will repair or replace within reasonable limits and Sergeant's glasses, contact lenses, prescription sunglasses or watch (\$150.00 limit) as the result of a Sergeant's use of reasonable force in effectuating an arrest or pursuing a perpetrator subject to the supervisor's verification and approval by the Chief of Police. The City shall pay for any changes or additions made to the uniform currently worn by the Police Department.

Each Sergeant shall receive an annual clothing maintenance allowance payable in the second pay period of January of each year of this agreement, according to the following schedule:

Sergeants	Investigation Sergeants
\$875	\$1025

ARTICLE 22 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 Sergeants.

ARTICLE 23 DEFENSE AND INDEMNIFICATION

The City will provide defense and indemnification as required by law, 65 ILCS 5/1-4-6.

ARTICLE 24 – WAGES

Section 24.1 Wages

Upon Promotion to the rank of Sergeant, Sergeants will be placed at Step 1 of the wage schedule. Sergeants will then move to Step 2 of the wage schedule on the following January 1st. Subsequent progressions in the wage schedule shall occur on January 1st of each contract year effective after the ratification date of this Agreement.. Movement from one step to the next will occur only if a Sergeant receives a competent rating during the annual review. Progression to the next step may be deferred for up to ninety (90) days, during which time the Sergeant will have an opportunity to correct any deficiencies. If the deficiencies are not corrected at the end of the ninety days, progression to the next step may be denied for one (1) year. Upon reaching the "fourth" step of the range, Sergeants will cease becoming eligible for salary (step) increases.

The rate of pay for newly promoted sergeants will be at step "1" of the assigned range.

NAPERVILLE SERGEANTS WAGE SCHEDULE

	CURRENT	5/1/2015	1/1/2016	1/1/2017
		3.00%	2.75%	2.00%
STEP 1	\$ 99,031.61	\$102,002.56	\$104,807.63	\$106,903.78
STEP 2	\$102,992.13	\$106,081.19	\$108,999.15	\$111,179.13
STEP 3	\$107,111.49	\$110,324.83	\$113,358.77	\$115,625.94
STEP 4	\$110,860.81	\$114,186.63	\$117,326.77	\$119,673.30

1/1/2018	1/1/2019
2.00%	2.00%
\$109,041.86	\$113,222.69
\$113,402.72	\$115,670.77
\$117,938.46	\$120,297.23
\$122,066.77	\$124,508.10

Section 24.2 Experience Pay

All sergeants with the following years of completed service as a sworn member of the Naperville Police Department shall receive an experience bonus by separate check each December 1st of this agreement in the following amounts:

10-14 years	\$2000
15+ years	\$3250

Sergeants must be on the active payroll through April 1 to qualify for the annual experience bonus and if the sergeant separates from employment after April 1 the experience bonus shall be paid.

Section 24.3 VEBA

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

1. The MAP VEBA Plan shall be administered solely by the Trustee of the Plan.
2. The City shall contribute to the MAP VEBA by making a \$750 cash deposit for each sergeant in the plan on May 1 f each year of the contract.
3. Contributions by the City shall be paid to the trustee of the plan on or before August 1st of each calendar year.
4. The City agrees to allow each Sergeant, to deposit forty (40) hours annually into the VEBA plan from their respective sick time, vacation time, PTO time, compensatory time or holiday pay accruals provided that no more than 32 hours in a given year be taken from sick time.
5. The contribution of hours by every Sergeant is mandatory. Each Sergeant must select the hours to contribute to the plan by April 30th of each year. The contribution of hours from Sick time shall be taken from the accumulated sick time within the 960 hours for purposes of the City VEBA contribution at retirement (Articles 20.1 F.2 and 20.3 herein), not from accruals beyond the 960

hours and the contribution of sick time shall be limited to 960 hours maximum over the sergeant's employment with City, except that a Sergeant can designate up to 4 hours of sick time annually into his VEBA without having it deducted from the 960 hour limit. The Sergeant's contributions shall be paid to the trustee on or before August 1st of each year. For the first year of this contract, the Sergeant and the City VEBA contributions shall be paid to the trustee within ninety (90) days of the signing of this contract. The sergeants must select which accrual account their respective 40 hour contribution will be deducted from, within thirty (30) days of the contract signing.

6. When a Sergeant retires, sick time accruals up to a maximum of 960 hours shall be awarded as a pre-tax, cash bonus that shall be deposited into the VEBA plan, instead of a cash payout to the Sergeant, consistent with Article 20.3.

7. The City shall have no responsibility, liability, or obligation with regard to the VEBA plan other than to make the payments and the deductions set forth above. This is a defined contribution plan.

Section 24.4 Acting Watch Commander Stipend

The Chief of Police ("Chief"), at his discretion, shall have the right to appoint a sergeant as Acting Watch Commander ("AWC") at times when the Patrol Watch Commander ("PWC") is not available in person or by telephone. AWC appointments shall typically be made by the Chief, if he so decides, for the extended absence of a PWC due to vacation, training or illness/injury. Shorter term appointments are permissible under this provision at the Chief's discretion.

Nothing herein shall preclude the Chief from reassigning a command staff employee to cover the duties of the unavailable PWC and not appoint an AWC. An AWC stipend need not be paid on any Sunday when the absent PWC's shift is scheduled or on the following Monday. When an AWC appointment is made, the AWC shall receive a stipend of one-half (1/2) hour of compensatory time for each shift worked as AWC. The parties agree to meet and discuss the operation of this provision after it has been in effect for one year.

ARTICLE 25 PHYSICAL FITNESS STANDARDS

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

ARTICLE 26 TUITION REIMBURSEMENT PROGRAM

Sergeants in the bargaining unit shall be provided educational assistance in accordance with the provisions of the Tuition Reimbursement Program, provided by the City through its benefits

program. Courses must be related to the Sergeant's current position or part of the core curriculum required for the degree they are pursuing.

ARTICLE 27 SAVINGS CLAUSE

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

ARTICLE 28 COMPLETE AGREEMENT

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

ARTICLE 29 DURATION

Section 29.1 Term of Agreement

This Agreement shall be effective May 1, 2015, and shall remain in full force and effect until December 31, 2019. It shall continue in effect from year to year thereafter unless notice of termination or demand to bargain is given in writing by certified mail by either party no earlier than one hundred fifty (150) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 29.2 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolutions of impasse procedure for a new Agreement or part thereof are continuing between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, 2016

CITY OF NAPERVILLE

**Metropolitan Alliance of Police
Naperville Police Sergeants Chapter #363**

Douglas A. Krieger
City Manager

Joseph Andalina
President, Metropolitan Alliance of Police

Pamela LaFeber
City Clerk

Sgt. Lee Martin
President, Naperville Sergeants Chapter #363

APPENDIX A
DUES DEDUCTION FORM



Metropolitan Alliance of Police

215 Remington Boulevard Suite C • Bollingbrook, IL 60440
Phone: (630)759-2925 • Fax: (630)759-1902
E-mail: map@metpolice.com • www.metpolice.org

CHECK OFF DUES AUTHORIZATION

BOARD OF DIRECTORS

Joseph V. Ardolino
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Robert George
Vice President
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Joseph M. ...

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Steven G. ...

CHIEF OF POLICE
Ronald ...

Richard ...

Charles ...

Terry ...

Jeffrey ...

Jeffrey ...

Anthony ...

Raymond ...

CHIEF OF POLICE
Debra ...

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #363 hereby authorize and direct my employer, the City of Naperville, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of \$ 11.12, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

I understand that if I refuse to sign this form, I am subjected to the fair share arrangements set forth in the collective bargaining agreement. Fair share dues are set at the same amount as regular monthly dues and I understand that if I am fair share, I am not eligible for the free legal defense as an offered benefit of full dues paying status.

This authorization shall continue to be in effect for successor contracts between the employer and the Metropolitan Alliance of Police, although the dues amount may change during the term of the contract.

Member's name: _____ Date: _____
(Please print)

Member's signature: _____ DOB: _____

Address: _____ City/State/Zip _____

Phone: _____ E-mail: _____

APPENDIX B
Grievance # _____

NAPERVILLE POLICE DEPARTMENT
GRIEVANCE FORM

(Please Print)

NAME OF GRIEVANT: _____

Important Note: Sergeants should reference Article 9 of the Collective Bargaining Agreement (hereinafter "Agreement") between the City of Naperville and the Illinois Metropolitan Alliance of Police, Naperville Police Sergeants Chapter No. 363, for complete Grievance Procedure regulations and for the time frames for each step of the Procedure.

Step 1

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

(1) **Please circle one:** Internal Grievance / External Grievance

(2) Please state the alleged rule, regulation or policy violated, including article & section number, and date(s) of alleged violation(s):

(3) Please set forth a detailed factual basis of your grievance. (Use the back of this form if additional space is required.):

(4) Please state the relief requested:

Sergeant's Signature

Tendered to the Sergeant's Supervisor on _____ by _____.

Date Signature

(5) Response to Grievance at Step 1 by Sergeant's Immediate Supervisor:

Immediate Supervisor Title

Tendered to the Sergeant on _____ by _____.

Date
Signature

A resolution agreed upon by the Sergeant and the Sergeant's immediate supervisor at Step 1 will be reported by the Sergeant's immediate supervisor to the Division Commander. If there is no resolution at Step 1, then the Sergeant or the Chapter may proceed to Step 2.

Step 2

Internal Grievance

If the grievance is an "internal grievance", the appeal to Step 2 should be directed to the Sergeant's Division Commander.

(6) Please state in full why the Response at Step 1 was unacceptable:

(7) Relief Requested at Step 2:

Sergeant's Signature

Tendered to the Sergeant's Division Commander on _____ by _____.

Date Signature

External Grievance

If the grievance is an "external grievance", the appeal to Step 2 shall be directed to the Police Chief.

(6) Please state in full why the Response at Step 1 was unacceptable:

(7) Relief Requested at Step 2:

Sergeant's Signature

Tendered to the Chief of Police on _____ by _____.

Date Signature

(8) Division Commander's Response:

Division Commander's signature Date

Tendered to the Sergeant
on _____ by _____.

Date
Signature

(9) Is grievance being appealed by the Chapter to Step 3? Yes _____ No _____

(10) Police Chief's Response:

Police Chief's Signature Date

Tendered to the Sergeant on _____ **by** _____.
Date Signature

(11) Is grievance being appealed by the Chapter to Step 3? Yes _____ No _____

Step 3

The Chapter's appeal at Step 3 should set forth the following:

(12) Please state in detail why the Division Commander's response at Step 2 was unacceptable:

(13) Relief requested at Step 3:

Chapter Representative's Signature

Internal Grievance tendered to the Chief of Police on _____ **by** _____.
Date
Signature

(14) Please state in detail why the Police Chief's response at Step 2 was unacceptable:

(15) Relief requested at Step 3:

Chapter Representative's Signature

External Grievance tendered to the City Manager on _____ **by** _____.
Date Signature

(16) Police Chief's Response:

Police Chief's Signature _____
Date

Internal Grievance tendered to the MAP Chapter #363

on _____ by _____.

Date

Signature

(17) City Manager's Response:

City Manager's Signature

Date

Internal Grievance tendered to the MAP Chapter #363 on _____ by _____.

Date

Signature

APPENDIX C

SIDE LETTER - NO SOLICITATION

The Parties have entered into this side letter agreement concerning the solicitation rights of the Metropolitan Alliance of Police, and agree as follows

While the City acknowledges that bargaining unit employees may conduct solicitation of Naperville merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Naperville Police Department or the City of Naperville.

Bargaining unit members agree that the City name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Naperville Police Department" in their name or describe themselves as the "City of Naperville." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all sergeant-rank police officers employed by the City.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

APPENDIX D

Participating Provider Option PPO

Effective 1/1/16



Blue Cross BlueShield of Illinois

City of Naperville PC0713

BENEFIT HIGHLIGHTS **

PPO Network

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

Program Basics

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

Prescription Drug

Retail: 34 day supply

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

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

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

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

Out of Network - Drugs covered 75% after copay

Physician Services

Physician Office Visits

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

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

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

Preventive Care

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

100%

70%

Maternity Services

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

90% after deductible

70% after deductible

Medical / Surgical Services

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

90% after deductible

70% after deductible

Hospital Services

Inpatient Hospital Services

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

\$150 admission deductible
 then
 90% after program deductible

\$150 admission deductible
 then
 70% after program deductible

APPENDIX D

Participating Provider Option PPO

Effective 1/1/16



BlueCross BlueShield of Illinois

Hospital Services (continued)

Outpatient Hospital Services

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

\$100 copay then
90% after deductible

\$100 copay then
70% after deductible

90% 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
- Naprapathic services - 15 visit maximum per calendar year
- Medical supplies
- Blood and blood components

80% after deductible

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

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

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

Discounts on Eye Exams, Prescription Lenses and Eyewear

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

Blue Care Connection (BCC)

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

Schedule of Maximum Allowances (SMA)

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

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

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

Affordable Care Act (ACA)

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

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

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



BlueCross BlueShield of Illinois

Effective 1/1/16

City of Naperville
B03195

BENEFIT HIGHLIGHTS**

Blue Advantage HMOSM

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

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



City of Naperville
B03195

BENEFIT HIGHLIGHTS**

Blue Advantage HMOSM

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

Service Area

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

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

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

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

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

Blue Care ConnectionSM (BCC)

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



BlueCross BlueShield of Illinois

Effective 1/1/16

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

Residential Treatment Centers (RTC) Update

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

Schedule of Maximum Allowances (SMA)

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

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

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

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

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

227921.0615



City of Naperville CDHP PPO PC0674

BENEFIT HIGHLIGHTS**

PPO Network

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

Health Care Account (HCA)

Contribution

Annual HCA Employer Contribution for Individual Coverage	\$500 - every January 1 thereafter
Annual HCA Employer Contribution for Family Coverage	\$1,000 - every January 1 thereafter
Maximum HCA Balance for Individual Coverage	\$1,000
Maximum HCA Balance for Family Coverage	\$2,000

Program Basics

**PPO
(In-Network)**

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

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 members' own funds.	\$1,000 for individual	
Family Coverage Deductible Satisfied when the total of expenses applied to the deductible reaches the family deductible amount for all covered family members. No individual family member may meet any more than the individual deductible amount. The first services applied to the deductible each calendar year are paid from the HCA, provided there is any balance in the account. Remaining deductible is paid from the members' own funds.	\$2,000	
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 Satisfied when the total expenses of all covered family members meet the Family Coverage OPX limit amount. Each family member may not meet more than the Individual Coverage OPX.	\$6,000	\$12,000
Outpatient Prescription Drugs Applies to all drugs at retail and mail.	80% after deductible	75% after deductible

Physician Services

Physician Office Visits Includes coverage for office charge, mental health, substance abuse, diagnostic lab tests and x-ray services other than for routine care. For routine services, please refer to Preventive Care below.	80% after deductible	60% after deductible
Preventive Care Includes benefits 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

Hospital Services (continued)

PPO Network

PPO (In-Network)	Non-PPO (Out-of-Network)
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Outpatient Hospital Services

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

80% after deductible

60% after deductible

Outpatient Emergency Care (Accident or Illness)

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

80% after deductible

Additional Services

Muscle Manipulation Services

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

80% after deductible

60% after deductible

Therapy Services – Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

80% after deductible

60% after deductible

Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

80% after deductible

60% after deductible

Other Covered Services

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

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

80% after deductible

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

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

Discounts on Eye Exams, Prescription Lenses and Eyewear

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

Blue Care Connection (BCC)

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

Schedule of Maximum Allowances (SMA)

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

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

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

Affordable Care Act (ACA)

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

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

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

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

P.P.O.
(In-Network)

Non-P.P.O.
(Out-of-Network)

Lifetime Benefit Maximum Per Individual	Unlimited
Individual Coverage Deductible*	\$2,500
Family Coverage Deductible* Entire deductible must be met.	\$5,000
Individual Coverage Out-of-Pocket Expense (OPX) Limit 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: <ul style="list-style-type: none"> • Reductions in benefits due to non-compliance with utilization management program requirements • Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA) 	\$5,000
Family Coverage Out-of-Pocket Expense (OPX) Limit Family Deductible is Aggregate	\$10,000
Outpatient Prescription Drugs Entire deductible must be met	80% after deductible Out of Network - Drugs covered 75% after deductible

Physician Services

Preventive Care Routine annual physicals, well-baby exam, 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 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 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 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) Each calendar year, the program deductible must be met before benefits will begin under this policy. The coinsurance applies to both in- and out-of-network emergency room visits.	80% after deductible	

BENEFIT HIGHLIGHTS

Additional Services

PPO Network	
PPO (In-Network)	Non-PPO (Out-of-Network)
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.	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 <ul style="list-style-type: none"> Private duty nursing - (Please refer to certificate for details) Naprapathic service - 15 visit maximum per calendar year Blood and blood components Ambulance services Medical supplies <i>See paragraph below regarding Schedule of Maximum Allowances (SMA).</i>	80% after deductible

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)
- Naprapathic service - 15 visit maximum per calendar year
- Blood and blood components
- Ambulance services
- Medical supplies

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 Eyewear

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

Blue Care Connection (BCC)

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

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

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

Schedule of Maximum Allowances (SMA)

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

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

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

Affordable Care Act (ACA)

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

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

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

APPENDIX E

City of Naperville Monthly Contribution Rates

	<u>Group Number</u>	January 1, 2016 Monthly Rates		
		<u>20% Employee Contribution</u>	<u>City Contribution</u>	<u>Total Premium</u>
<u>BCBS Medical</u>				
Blue Advantage HMO	B03195			
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
Traditional PPO Plan	PC0713			
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
Blue Edge PPO Plan - CDHP/HCA	PC0674			
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
Blue Edge PPO Plan - HDHP/HSA	PC0714			
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
<u>Delta Dental</u>				
	11408			
Employee		\$8.44	\$33.80	\$42.24
Employee + One		\$15.92	\$63.74	\$79.66
Employee + Family		\$21.18	\$84.73	\$105.91
<u>EyeMed Vision</u>				
	9864489			
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 WELLNESS PROGRAM

MAP Ch. # 363 Wellness Incentive Program

APPENDIX F

Program Description

Participants must complete each of the following wellness criteria annually:

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

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

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

Eligibility Guidelines

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

APPENDIX G

CITY OF NAPERVILLE AND M.A.P. Ch. # 363 PHYSICAL FITNESS PROGRAM AGREEMENT

PURPOSE AND SCOPE:

The parties recognize the safety, health and productivity benefits that can be realized from promoting physical fitness of police officers. As a result, the parties have agreed to implement an incentive-based physical fitness program for the MAP Ch. #363 bargaining unit for the purpose of promoting and increasing the fitness and conditioning of the Naperville Police Department. Participation in this program is mandatory for all sworn sergeants in the MAP Ch. #363 unit (hereinafter referred to as "Sergeants").

PARTICIPATION:

Eligibility

All sergeants are required to participate in this program. Sergeants who volunteer to participate in this test will be selected first. Then, sergeants will be selected to participate in reverse seniority order. Because the four exercises in the program involve strenuous physical exertion, all sergeants will first be required to obtain a written Medical Release (attached) from the Edward Hospital Corporate Health or from their personal physician. In addition, Health History and Physical Activity Readiness Questionnaires-PAR-Q (attached), must be filled out in advance and submitted to the examining physician prior to any scheduled appointment. The signed release must be dated within 90 days of the actual fitness testing.

Sergeants who elect to obtain their medical releases from their personal physicians may do so at their own cost. On-duty sergeants may obtain their medical waivers from Edward Hospital Corporate Health or from their personal physician (if located within the City of Naperville) with the proper supervisory notification and approval as outlined in Section 16.9, Changes in Normal Workweek and Workday of the parties' collective bargaining agreement. There will be every attempt to complete every aspect of this program during normal work hours. Sergeants will be compensated for all hours spent participating in this program in accordance with Article 24 of the collective bargaining agreement, except if they elect to use their own physician outside of Naperville.

The parties recognize that there may be sergeants who will not be able to obtain medical clearance to participate in the program. If an officer is medically precluded from participating in any program exercise, he shall submit to a complete physical examination through the City or through his or her personal physician to determine what actions must take in order to participate. The officer's progress will be measured annually until he is medically cleared to participate in the program.

Frequency

Sergeants shall be required to participate in the program on a biannual basis. The Chief of Police shall set a scheduling plan for the four exercises in consultation with MAP Ch. #363 representatives. If an officer is unable to complete an exercise within the minimum standard (Bronze Standard), he will be required to retake that exercise every twelve months until he meets the minimum standard. It should be stressed that to attain goals, sergeants should not over-exert themselves but instead seek to steadily improve their conditioning.

Fit for Duty Determinations

The purpose of this program is to foster officer fitness and not to determine an officer's fitness for duty. As such, there will be no discipline associated with this program. The Chief of Police determines if an officer is physically fit for duty based solely on work-related duties and functions and not as a result of any of the physical fitness tests in this program. Likewise, MAP Ch. #363 continues to have a contractual right to challenge any fitness for duty determination made by the Chief of Police. Neither party's rights are abridged through their agreement to this physical fitness program.

Off Duty Workouts

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

Administration of the Program

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

STANDARDS AND INCENTIVES:

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

There will be three (3) levels of standards for each exercise – Bronze, Silver and Gold. The standards were chosen to make success within reach at the Bronze level for all sergeants who are willing to work for it, while the Silver and Gold levels require extra effort and challenge, even for those who are currently fit. Monetary incentives will consist of a payment following the successful accomplishment of an exercise standard as follows: **Bronze Standard** - \$20 per exercise; **Silver Standard** - \$25 per exercise; and **Gold Standard** - \$40 per exercise.

Standards

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

EFFECTIVE DATE

This program takes effect upon ratification of the 2015 collective bargaining agreement.