

Illinois Labor Relations Board  
Contract #

**EXHIBIT A**

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

***The City of Naperville***

***and***

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

---

January 1, 2021 – December 31, 2025

## **PREAMBLE**

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

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

## **ARTICLE I** **RECOGNITION**

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

### **UNIT:**

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

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

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

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

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

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

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

**Section 2.3**    **Gender**

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

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

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

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

- To schedule and assign work;
- To examine employees;
- To establish specialty positions and to select and/or transfer personnel for such positions;
- To establish work and productivity standards, and from time to time, to change those standards;
- To assign overtime;
- To contract out for goods and services;
- To determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased;
- To determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement;
- To make, alter and enforce reasonable rules, regulations, orders, policies and procedures related to operation of the department;
- To evaluate employees;
- To discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause);
- To change or eliminate existing methods, equipment or facilities or introduce new ones;
- To establish and modify standards and/or criteria for employee training education and assign employees to training and education;
- To determine work hours (shift hours);
- To change, combine or modify job duties;
- To determine internal investigation procedures;
- To take any and all actions as may be necessary to carry out the mission of the Employer and the Police Department in the event of civil emergency as may be declared by the Mayor or his authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes), which actions may

include the suspension of the provisions of this Agreement provided that wage rates shall not be suspended and providing that all provisions of this Agreement shall be promptly restored once a civil emergency condition ceases to exist, and to carry out the missions of the Employer.

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

**ARTICLE IV**  
**NO STRIKE**

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

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

**Section 4.2**            **No Lockout**

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

**Section 4.3**            **Penalty**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 above is whether or not the employee actually engaged in such prohibited conduct.

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

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

**ARTICLE V**  
**DUES DEDUCTION**

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

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

**Section 5.2**            **Indemnification**

The Labor Council shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the

Labor Council, and costs arising from or incurred as a result of any act taken or not taken by the Employer in complying with or carrying out the provisions for this Article.

**Section 5.3**      **New Hire Orientation**

The City shall provide to the Union upon written request twice (2) a year the name, address, classification, and starting date of the employees in the Bargaining Unit. In addition, without waiving any other statutory right to which they might be entitled, the parties agree that the Employer shall adhere to the terms of state law regarding informing the exclusive representative of new hires into the bargaining unit and permitting meetings with these same new hires on paid time within the statutory timeframes for both obligations.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

**Section 6.1**              **Definitions**

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

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

**Section 6.2**              **Procedure**

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

**Step One**

Any employee and/or Union representative who has a grievance shall submit the grievance

in writing on the Grievance Form within seven (7) business days of its occurrence to the Communications Manager, or her designee, who shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days of receipt with the grievant and an authorized Union representative, if one is requested by the employee, at a time mutually agreeable to the parties. The Communications Manager or her designee shall provide a written summary of her response, or the resolution if one is agreed upon, within seven (7) business days following said meeting.

### **Step Two**

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

### **Section 6.3 Arbitration**

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

1) The Employer and the Union shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, pursuant to its Labor Arbitration Rules. The parties shall



determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one arbitrator is selected.

2) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.

3) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

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

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

**Section 6.4**                    **Limitations on Authority of Arbitrator**

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

Employer, the Union and the employees covered by this Agreement.

**Section 6.5**            **Time Limit for Filing**

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

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

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

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

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

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

**Section 9.1**

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

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

**Section 9.2**

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

**Section 9.3**

Attendance at labor-management conferences shall be voluntary on the employee's part, and attendance by telecommunicators while on duty shall be considered time worked for compensation purposes. Employees attending "labor-management conferences" when off duty

shall not be compensated for their time. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

## ARTICLE X EMPLOYEE SECURITY

### Section 10.1            Grievance Processing

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

### Section 10.2            Employee Emails

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

### Section 10.3            Personnel Files

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

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

### Section 10.4            Rights to Copies and Rebuttals

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

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

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

- Exonerated: immediately
- Unfounded: immediately
- No conclusion: immediately
- Verbal counseling/reprimand: after one (1) year
- Sustained/written reprimand: after three (3) years
- Sustained suspension: after five (5) years, except suspensions and any last chance agreement based upon excessive force, sexual harassment, discrimination, dishonesty in the performance of official duties, substance abuse or criminal conduct.

Any information of an adverse employment nature which may be contained in any Exonerated, Unfounded, or No Conclusion file shall not be used against the telecommunicator in any future disciplinary proceeding. The Expungement Notice Form is attached hereto as **Appendix B**. It shall be the sole obligation of the individual employee to submit the Expungement Notice Form to her supervisor when the discipline is eligible for removal. The Employer shall have no obligation to expunge discipline absent submission of the Expungement Notice Form. Expungement of disciplinary actions is for purposes of disciplinary matters only. The rules established under the Illinois Local Records Act. (50 ILCS 205) or any other relevant statutory authority will govern the retention policies for disciplinary records.

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

**Section 11.1**            **Layoff**

The Employer, in its sole discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, layoffs will occur in the order of reverse bargaining unit seniority.

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

**Section 11.2**            **Recall**

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

Employees who are eligible for a recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure, and shall be eliminated for any subsequent failure to

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

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

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

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

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

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

1. quits; or
2. is discharged for just cause; or
3. is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months or otherwise fails to timely respond to a recall notice pursuant to the rules in accordance with "Recall" provision of this Agreement; or
4. accepts gainful employment while on an approved leave of absence from the Police Department; or
5. is absent for three (3) consecutive scheduled work days without proper notification or

- authorization, and without showing sufficient cause for the failure to so report; or
6. is promoted out of the bargaining unit. However, the employee shall be permitted to retain her seniority, without any loss, provided that the employee returns to the bargaining unit prior to the expiration of the supervisory probationary period.”

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

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

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

**Section 15.1**      **Application of Article**

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week. The work week shall consist of 40 hours per week according to the schedule agreed to in Article XV of this Agreement.

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

First Shift      0700 to 1500

Second Shift    1500 to 2300

Third Shift      2300 to 0700

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



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

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

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

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

Employees required by the Employer to spend the night near their work location shall be reimbursed their reasonable lodging expenses chosen from the City-approved list and their reasonable meal expenses.

### **Section 15.3   Callback**

Callback is defined as an assignment of work, which does not immediately precede or follow an employee's regularly scheduled workday. Employees called back for a work assignment shall be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater, at one-and-one-half (1½) times their regular rate of pay. Notification for court or other assignments by telephone does not constitute callback. Discussion of a work assignment by telephone does not constitute callback but the employee will be paid for the actual time of the conversation in fifteen (15) minute increments. Calls to employees concerning their schedule, personal leave issues, call-in for overtime or calls for union-related business shall not be compensated.

### **Section 15.4   Court Time**

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

### **Section 15.5   Non-Emergency Overtime**

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

### **Section 15.6   Overtime Equalization**

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

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

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

**Section 15.7 Court Readiness Pay**

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

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

**Section 16.1 Schedule**

Scheduling shall be done on a hybrid schedule as represented by **Appendix C** attached hereto.

**Section 16.2 Selection Notification**

In order to ensure that non-probationary employees have sufficient time to review and prepare for the selection of their shifts, day-off keys, vacation, and/or paid time off (PTO), the

selection process shall commence no later than October 1<sup>st</sup>. Once the selection process is complete, it shall be implemented during the first full pay period in each January.

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

- a. The scheduling team will create and distribute a blank schedule form to all non-probationary employees advising them of a specific time frame that they are assigned to make their shift selections. All assigned times and associated picks that are made are based on seniority of employment. It will be the responsibility of the employee, or her designee, to either be present or call in during their designated day and time with their selections for shift and day-off key.
- b. A Union steward will be responsible for receiving and documenting the picks and will be present in PSAP or the designated area during the selection timeframe in order to complete the shift selections, which will be communicated via telephone on a recorded line.
- c. This process shall begin the second (2<sup>nd</sup>) Monday in October and will take no more than 5 days to complete.
- d. Based on the assigned times, non-probationary employees shall then, in seniority order (most senior first), select shifts by submitting their choice for shifts for the four (4) quarters of the following year. Quarters shall be aligned with the Employer's pay periods and shall consist of no less than ten (10) and no more than fourteen (14) weeks. Non-probationary employees shall make their selections by entering their name on the selected line of the schedule.
- e. Any non-probationary employee or her designee who fails to submit her selection in a timely manner shall fall to the bottom of the seniority list and shall make their selection

from the remaining open selections after the rest of the non-probationary employees have made their selections. If more than one (1) non-probationary employee, or her designee, fails to submit her selections, those non-probationary employees shall fall to the bottom of the seniority list, (in seniority order) and shall make their selections from the remaining open selections after the rest of the non-probationary employees have made their selections.

- f. Once all employees have selected a shift and day off key, the proposed completed schedule will be presented at the PSAP workshop for final approval of the Employer. The Employer shall have the right to balance the schedule such that no shift will have fewer than four (4) employees with fewer than three (3) years of experience as a telecommunicator.
- g. Once the schedules are approved, the Employer shift supervisor will electronically distribute them to the telecommunicators to begin selecting (in seniority order) vacation/PTO days.

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

Following the selection of day-off keys, employees shall then commence the selection of vacation or paid time off (PTO) for the first two quarters of the calendar year, in seniority order. Selection of vacation and paid time off (PTO) for the second two quarters of the calendar year shall begin the second (2<sup>nd</sup>) Monday in April. A schedule of timeframes for selecting time off will be created and distributed by the scheduling team and must be completed by the Telecommunicator on the individually assigned specified date. Selections shall be made during that specified 8 hour work shift and the schedules will not be removed from PSAP. Employees shall indicate both a single primary (first) and a secondary choice of selections. First selections shall consist of either

a continuous block of days between two (2) sets of regular days off, or five (5) individual days in each quarter, which will be indicated by placing "1" in the block representing the day selected. All other selections shall be indicated by placing "2" in the remaining selected days. All selections shall be made based on seniority.

In all cases, employees may only select the amount of vacation and/or PTO they can expect to have accrued by the time it will be expended as per the PTO and/or vacation schedule set forth in the agreement. Any leave, primary or secondary, to which an employee is not entitled to at the beginning of the pay period prior to the request, (as indicated by the City time keeping system) in which it is planned will be cancelled. Once a vacation or a PTO request has been approved for an employee, it cannot be rescinded by the Employer, except in cases of bona fide emergencies. If a vacation pick is requested on a Special Event day that requires a dedicated telecommunicator during specified hours it shall not be denied on that basis. Time off requests on a Special Event day after completion of vacation picks will be approved based upon the existing vacation scheduling policy.

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

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

Employees shall be allowed to trade shifts a quarter at a time with other employees provided that the trades are documented and approved. Shift assignment trades will not be

considered or approved until the entire selection process, including vacation/PTO picks, are complete. Any request will be answered within two (2) weeks of submission and will be based on the needs of the organization. Trade requests shall not be unreasonably denied. Trade requests by employees who are on a performance improvement plan ('PIP') must be approved by management.

**Definitions:**

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

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

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

**Section 16.6 Exemptions from Selection Process**

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

**Section 16.7 Time Off Requests**

Except for vacation or paid time off selected under Section 15.4 above, any time off that is requested that lowers the staffing level to the minimum staffing requirement will not be approved until 30 days prior to the request date. Any time off request that lowers staffing level below minimum staffing will not be approved.

**Section 16.8 Work Hours, Scheduling Committee**

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

**ARTICLE XVII  
HOLIDAYS**

**Section 17.1 Holidays**

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

New Year's Day

Memorial Day (last Monday in May)

July 4

Labor Day (first Monday in September)

Veterans' Day



Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

The City agrees that if it implements any new additions to the paid holiday schedule during the term of this agreement for non-union employees, the change(s) shall be applicable to bargaining unit employees during the term of this agreement at the time the change(s) for non-union employees are implemented by the City.

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

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

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

**Section 18.1**     **Accrual**

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

The PTO11 time off policy also included in **Appendix D** shall apply to all employees currently on the PTO-11 plan and newly hired employees. . The City agrees that if it implements any change(s)

in the PTO-11 policy during the term of this agreement, the Union shall have the option and right to adopt the change(s) and make them applicable to bargaining unit employees during the term of this agreement at the time the change(s) are implemented by the City. Employees currently on the vacation and sick plan that preceded TOP shall remain on that plan, a copy of which is also in **Appendix D.**

All employees shall be entitled to earn compensatory time under the terms set forth in the TOP plan except that the maximum compensatory time accrual shall be 72 hours. The City agrees that it will meet with the Union by September 2023 to negotiate the compensatory time accrual issue. Failure of the parties to arrive at an agreement shall not be subject to the grievance arbitration procedure.

#### **Section 18.2 Sick Leave Notification**

Any employee requiring sick leave shall notify the on-duty Communications Shift Supervisor or Lead Telecommunicator, giving as much notice as possible, but in no instance less than two (2) hours' notice prior to the start of his/her shift so that a replacement can be found. The telecommunicator shall call on a recorded phone line and utilize 630-420-6677 for sick leave notification. Notification shall be made personally by the employee, whenever possible.

If sick leave is used for more than two (2) consecutive days or in conjunction with other leave, the employee will provide a written confirmation of illness or injury signed by a physician. The written confirmation must include medical certification that documents the date on which the condition commenced, the exact duration of the condition, and clearance to return to work. If sick leave is used for more than three (3) consecutive days, the Communications Shift Supervisor or Lead Telecommunicator shall request that the employee provide a physician's statement indicating that the employee's physical or mental ability will allow a return to normal

duty. A Supervisor may also require a statement from a physician confirming illness when there have been more than four (4) instances of sick leave in any one (1) fiscal year.

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

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

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

### **Section 19.1 Bereavement Leave**

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

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

### **Section 19.2 Military Leave**

The Employer shall comply with all state and federal laws as amended from time to time regarding military commitments by employees.

**Section 19.3   Jury Duty Leave**

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

Employees called upon for jury duty will notify their supervisor (or designee) as soon as possible. At a minimum, the employee must provide a copy of his/her summons within 10 days of its date of issuance. When adequate documentation is provided (e.g. a copy of notice/summons or other evidence of actual days served), the employee will be paid for the time off for serving on jury duty, as required by this section.

**Section 19.4   New Parent and Maternity Leave**

The City's New Parent and Maternity Leave policy is attached hereto as **Appendix E**.

**ARTICLE XX**  
**UNIFORMS**

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

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

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

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

**Section 22.1**

The Employer will provide a medical insurance program covering all full-time Employees and their dependents. The Employer will allow its employees to choose either its PPO medical plan, its HMO medical plan, or its HDHP/HSA medical plan.

**Section 22.5**

Employees participating in the medical insurance and/or dental insurance program(s) shall pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the Employer, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted by the Employer each year of the contract on January 1<sup>st</sup>. For purposes of calculating employee contribution amounts, the premium amounts set by the Employer shall not exceed an annual increase of fifteen (15) percent. The City shall have the right to implement new employee premium contribution rates on January 1 of each year consistent with the above language regardless of whether the collective bargaining agreement has expired. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance. Medical and dental insurance employee premium contribution levels effective January 1, 2022 are appended to this agreement as **APPENDIX G**.

**Section 22.6**

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

nothing in this agreement shall restrict the right of the Employer to change insurance carriers, plan administrators, networks, to self-insure, to change the method or manner of self-insurance, to implement a health insurance program with multiple plan options, to participate in programs to reduce health insurance costs, or to use health maintenance groups or other similar programs. The Union agrees that if the F.O.P. Lodge # 42 negotiates any changes to the current plan design contained in Appendix G or negotiates changes in any plan design subsequently agreed to, such changes shall be implemented for all Telecommunicator bargaining unit employees at the time the negotiated changes take effect. This shall not preclude the Union from negotiating plan design changes upon the expiration of this agreement.

If any change is otherwise proposed in either benefits or charges to employees, except as provided above, under said medical and/or dental program, such change shall be subject to negotiations between the parties before any such change shall be effective as to the Union employees.

### **ARTICLE XXIII** **WAGES**

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

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

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

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

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

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

Employees in the AM plan will be paid as follows:

AM Plan	Market Adjustment					
	1/1/2021	1/1/2022*	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Telecommunicator Hourly Rates	2.50%	9.40%	2.50%	2.50%	2.50%	2.50%
Starting Rate	\$25.85	\$29.08	\$29.81	\$30.56	\$31.32	\$32.11
AM 1	\$27.11	\$29.66	\$30.40	\$31.16	\$31.94	\$32.74
AM 2	\$29.12	\$31.86	\$32.66	\$33.48	\$34.31	\$35.17
AM 3	\$30.45	\$33.31	\$34.14	\$34.99	\$35.87	\$36.77
AM 4	\$32.77	\$35.85	\$36.75	\$37.67	\$38.61	\$39.58

**\*The market adjustment for the Starting Rate is 12.50%**

The City shall have the option of hiring a new employee with prior experience as a Telecommunicator at the AM 1 rate.

Each employee outside of the AM plan shall receive the following wage increases:

January 1, 2021	2.50%
January 1, 2022	9.40% market adjustment
January 1, 2022	2.50%
January 1, 2023	2.50%
January 1, 2024	2.50%
January 1, 2025	2.50%

**Section 23.2 LEAD and CTO Pay**

When an employee is directed by the employer to work in the capacity of Lead Telecommunicator ("LT") or in the capacity of a Certified Training Officer ("CTO"), the employee shall be paid a premium of \$2.00 per hour for hours worked as an LT and \$4.00 per hour as a CTO. The CTO premium increase shall be implemented retroactive to January 1, 2022. CTO's shall be provided an additional paid sixty minutes per shift, at the overtime rate, to complete their documentation duties related to training.

**ARTICLE XXIV  
INDEMNIFICATION**

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

**ARTICLE XXV  
SAVINGS CLAUSE**

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



**ARTICLE XXVI**  
**COMPLETE AGREEMENT**

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

**ARTICLE XXVII**  
**DURATION**

**Section 27.1** **Term of Agreement**

This Agreement shall be effective January 1, 2021 and shall remain in full force and effect until December 31, 2025. It shall continue in effect from year to year thereafter unless notice of termination or demand to bargain is given in writing by certified mail by either party no earlier than one hundred fifty (150) days preceding expiration.

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

**Section 27.2** **Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations for a new Agreement or part thereof are continuing between the parties, provided that either party may

terminate this Agreement by written notice to the other at least ten (10) days prior to the desired date of termination but not before the anniversary day of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF NAPERVILLE**

**FRATERNAL ORDER OF POLICE  
LABOR COUNCIL**

\_\_\_\_\_  
Douglas Krieger  
City Manager

\_\_\_\_\_  
[Print Name] \_\_\_\_\_  
Representative, FOP Labor Council

\_\_\_\_\_  
Pam Gallahue, Ph.D.  
City Clerk

**FRATERNAL ORDER OF POLICE**  
Naperville Telecommunicators

**(CITY SEAL)**

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



**GRIEVANCE**

(use

necessary)

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

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_  
Article(s) violated: \_\_\_\_\_ and any other applicable Article  
Briefly state the facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_ in part and in whole, make grievant whole

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

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

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

**EMPLOYER'S STEP ONE RESPONSE**

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**STEP TWO**

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

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

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

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

**EMPLOYER'S STEP TWO RESPONSE**

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

Lodge No. / Year / Grievance No.

**STEP THREE**

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

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

Date/Time: \_\_\_\_\_

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

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

**EMPLOYER'S STEP THREE RESPONSE**

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**STEP FOUR**

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

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

Date/Time: \_\_\_\_\_

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

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

**EMPLOYER'S STEP FOUR RESPONSE**

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



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

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

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

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

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

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

Pursuant to Section 10.4 of the Collective Bargaining Agreement, a *Verbal Counseling/Reprimand* is to be expunged after one year, a *written reprimand* is to be expunged after three (3) years, and a *suspension* is to be expunged after five (5) years (unless the suspension was based upon an allegation involving excessive force, sexual harassment, discrimination, dishonesty in the performance of official duties or criminal conduct as provided in the Collective Bargaining Agreement.)

I hereby request that the disciplinary action described above be expunged pursuant to the provisions of Section 10.4 of the Collective Bargaining Agreement.

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

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

On \_\_\_\_\_, the disciplinary action referenced herein was/was not expunged in accord with the provisions of Section 10.4 of the Collective Bargaining Agreement. (If not, the basis is set forth on an attached page.)

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

White Copy - IAU    Yellow Copy - Officer









# Communications Schedule

April 2023- 1st Quarter

Date	1
	Sa
1	
2	
3	
4	
5	
6	
7	
8	
Staff totals	

shift



# Communications Schedule

## May 2023 - 2nd Quarter

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W
1																															
2																															
3																															
4																															
5																															
6																															
7																															
8																															
Staff totals																															

shift



# Communications Schedule

July 2023- 2nd Quarter

Date	1	2	3	4	5	6	7	8
	Sa	S	M	T	W	Th	F	Sa
1								
2								
3								
4								
5								
6								
7								
8								
Staff totals								

shift

# Communications Schedule

July 2023 - 3rd Quarter

	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Date	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M
1																							
2																							
3																							
4																							
5																							
6																							
7																							
8																							
Staff totals																							

shift













# Communications Schedule

January 2024- 4th Quarter 2023

Date	1	2	3	4	5	6
	M	T	W	Th	F	Sa
1						
2						
3						
4						
5						
6						
7						
8						
Staff totals						

shift



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

The City offers various time-off plans based upon date of hire.

Usage of vacation or PTO is governed by each department's work rules and is subject to supervisory approval. Scheduled paid time off should be arranged to result in minimal disruption to departmental operations. Department Directors or their designees will establish time off schedules sufficiently early each year so that employees can plan their time off.

Employees may carry over unused vacation or PTO accruals subject to established maximums; they need not use all of their accruals within the year they were earned. All accrued vacation/PTO will be paid out at the time an employee separates from employment.

#### 4.1 Traditional Vacation and Sick Plan

##### Vacation Leave (Traditional)

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

Vacation with pay will be earned each pay period worked. No vacation will accrue if an employee is unpaid for an entire pay period. A vacation day will not be charged to vacation pay where a holiday falls within an employee's vacation period.

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

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
1 - 4	80	3.08	80
5	88	3.38	88
6	96	3.69	96
7	104	4.00	104
8	112	4.31	112
9 - 14	120	4.62	120
15	160	6.15	160
16	168	6.46	168
17	176	6.77	176
18	184	7.08	184
19	192	7.38	192
20+	200	7.69	200

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



## City of Naperville Employee Policy Manual

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

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

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
0 - 6 months	n/a	no vacation earned	n/a
7-12 months	60 hours plus 4.62 per pay period		n/a
1 - 4	120	4.62	120
5	128	4.76	128
6	136	5.23	136
7	144	5.54	144
8	152	5.84	152
9 - 14	160	6.15	160
15	200	7.69	200
16	208	8.00	208
17	216	8.31	216
18	224	8.61	224
19	232	8.92	232
20+	240	9.23	240

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

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

### Sick Leave (Traditional) Accumulation & Use

Sick leave is earned for each pay period worked, effective with the first month of employment, for a total of 15 days per year (4.62 hours each pay period). Regular employees who work less than a forty-hour week receive sick leave on a prorated basis. Sick leave on the traditional plan may be accumulated without limitation. No sick leave will accrue if an employee is unpaid for an entire pay period. Union employees should consult their respective Collective Bargaining Agreements for further restrictions.



## City of Naperville Employee Policy Manual

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

- Incapacitation due to illness, injury or disability.
- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action, up to and including discharge, and will be considered part of the employee's overall performance. Sick leave may run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

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

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five instances have occurred in any one year. For a continuing illness or condition, one annual statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

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



## City of Naperville Employee Policy Manual

### 4.2 Time Off Plan (TOP)

#### Paid Time Off (PTO)

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

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

PTO time will not accrue if an employee is unpaid for an entire pay period. PTO for full-time employees is earned according to the following schedule:

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

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

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





## City of Naperville Employee Policy Manual

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

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

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

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

### PTO Cash Out (TOP)

Employees may cash out up to a maximum of 48 PTO hours each calendar year in which they have at least 640 hours of sick leave accrued.

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

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

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

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

No sick leave will accrue if an employee is unpaid for an entire pay period.

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

- Incapacitation due to illness, injury or disability.



## City of Naperville Employee Policy Manual

- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action, up to and including discharge, and will be considered part of the employee's overall performance. Sick leave will run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

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

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five instances have occurred in any one year. For a continuing illness or condition, one annual statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

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

### Sick Leave (TOP) – Elimination Period

An employee may only utilize sick leave after a 2-day Elimination Period. The first full two days of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave. An employee may draw from PTO, floating holidays, exempt benefit days or compensatory time to satisfy a 2-day



## City of Naperville Employee Policy Manual

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

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

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

### Sick Leave (TOP) Donation Bank

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

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

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

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

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

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

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

Years of service completed

Days of Pay



## City of Naperville Employee Policy Manual

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

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

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

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

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

The sick leave incentives will be paid by the end of August each year for the incentive year that runs from July 1st to June 30th. Employees must be actively employed at the time of the August payment in order to receive the sick leave incentive payment for the previous incentive year.

### Compensatory Time (TOP)

Compensatory time allows any non-exempt employee on TOP to bank payment for overtime hours worked and use it as paid leave time later on. Compensatory time can be earned only for hours over the 40 hours paid in a work week. For example, if an employee works 44 hours in a workweek, the four hours of overtime may be banked (at 1 ½ times the employee's regular rate of pay) as 6 hours of compensatory time.



## City of Naperville Employee Policy Manual

A maximum of 40 hours of compensatory time may be accrued at any one time. Utilization of compensatory time is subject to supervisory approval. An employee may elect to have compensatory time paid out on any subsequent paycheck. (An employee may not take compensatory time off in the same pay period as that in which the compensatory time is earned.) All accrued compensatory time will be paid out at the time an employee separates from employment.

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



## City of Naperville Employee Policy Manual

### 4.3 PTO - 11

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

The Paid Time Off – 2011 Plan hereafter referred to as PTO-11, was approved by the City Council on June 21, 2011 and was implemented on July 1, 2011. All employees hired on or after July 1, 2011, automatically have PTO-11 as their leave plan. The PTO-11 plan was amended and approved by City Council on January 21, 2020 for eligible employees to include the sick leave provisions outlined later in this policy. The amendments to PTO-11 were implemented on April 3, 2020.

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

Full-time employees earn a total of 120 hours of paid time off (PTO) in the first year of employment. Employees who work less than a 40-hour workweek will have their PTO accrual prorated accordingly. PTO time will not accrue if an employee is unpaid for an entire pay period.

Employees will not be eligible to take PTO time during their first 30 calendar days of employment. After 30 days, 40 hours of PTO time will be placed in the employee's accrual bank. Separately, employees accrue the remaining hours over the remaining pay periods during their first 12 months (up to the annual maximum accrual allowed). These numbers are prorated for employees who work less than a 40-hour workweek.

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

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



## City of Naperville Employee Policy Manual

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

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

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

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

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

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



## City of Naperville Employee Policy Manual

Employees in PTO-11 who are **paid in lieu of holidays** will accrue an extra 40 hours of PTO time (1.54 hours per pay period) or prorated amount, which are placed in their “Holiday Vacation Bank,” as explained in the **Payment in Lieu of Holidays** section in this chapter. These employees working 40 hours/week will accrue as follows:

Start of Year	Annual PTO Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	160	4.62**	160
2	168	6.46	168
3	176	6.77	176
4	184	7.08	184
5	192	7.38	192
6	200	7.69	200
7	208	8.00	208
8	216	8.31	216
9	224	8.62	224
10	232	8.92	232
11	240	9.23	240
12	248	9.54	248
13	256	9.84	256
14	264	10.15	264
15	272	10.46	272
16+	280	10.77	280

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

\*\* 4.62 hours will accrue each pay period for 26 pay periods. After 30 calendar days of employment, the employee will realize these accruals, plus an initial deposit of 40 hours of PTO in his/her PTO-11 accrual bank.





## City of Naperville Employee Policy Manual

### Sick Leave (PTO-11) – Accumulation & Use

Employees on PTO-11 will accrue 80 sick leave hours per year (3.08 hours each pay period) up to a maximum of 480 hours (accrual and limitation is prorated for employees budgeted to work less than 40 hours per week). When this maximum accrual allowed is reached, sick accruals are capped, and no further accruals occur, until the accrued time is “used down” to less than the maximum allowed.

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

- Incapacitation due to illness, injury or disability.
- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action up to and including discharge and will be considered part of the employee's overall performance. Sick leave will run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

Sick leave for employees on PTO-11 will not be paid out at retirement or separation, nor will it be used for IMRF service credit.

No sick leave will accrue if an employee is unpaid for an entire pay period.

### Sick Leave (PTO-11) – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five instances have occurred in any one year. For a continuing illness or condition, one annual



## City of Naperville Employee Policy Manual

statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

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

### Sick Leave (PTO-11) – Elimination Period

An employee may only utilize sick leave after a 1-day Elimination Period. The first full day of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave (e.g. PTO, comp. time, Safe Driver Day, etc.). Employees will have different elimination periods depending upon the number of hours in their scheduled workday. Employees who work 4, 10-hour days will have a 10-hour elimination period. Employees who work 5, 4-hour days, will have a 4-hour elimination period. Unpaid leave may not be utilized to satisfy the elimination period until all paid leaves have been exhausted.

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

Employees may not switch their planned PTO time to sick leave unless they are admitted to the hospital and a 1-day elimination period has been satisfied first.

### Sick Leave Incentive: 401(a) (PTO-11)

Each year commencing on July 1, 2020, employees on PTO-11 who utilize 3 or less workdays/24 hours of sick leave (pro-rated for part-time employees and those employees working a flexible schedule) will be eligible for a sick leave incentive. The incentive is calculated by multiplying the employee's current wage rate by the hour multiplier in the following table:

Years of service completed <u>(completed employment)</u>	Days of Pay <u>(based on full-time)</u>
1-4 years	1.00 day (8 hours)
5-9 years	1.15 days (9.2 hours)
10-14 years	1.35 days (10.8 hours)
15-19 years	1.40 days (11.2 hours)



## City of Naperville Employee Policy Manual

20-24 years	1.50 days (12 hours)
25-29 years	1.75 days (14 hours)
30+ years	2.00 days (16 hours)

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

Sam is a full-time, 9-year employee who works 8-hour days at an hourly wage rate of \$20.00 per hour. Sam utilizes only 10 sick hours in a year. Sam is eligible for a sick leave incentive of \$184.00 which is calculated as follows: **8 hours x \$20.00 per hour x 1.15 days = \$184.00**

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

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

The sick leave incentives will be paid by the end of August each year for the incentive year that runs from July 1st to June 30th. Employees must be actively employed at the time of the August payment in order to receive the sick leave incentive payment for the previous incentive year.



## City of Naperville Employee Policy Manual

### Compensatory Time (PTO-11)

Compensatory time allows any non-exempt employee on PTO-11 to bank payment for overtime hours worked and use it as paid leave time later on. Compensatory time can be earned only for hours over the 40 hours paid in a work week. For example, if an employee works 44 hours in a workweek, the four hours of overtime may be banked (at 1 ½ times the employee's regular rate of pay) as 6 hours of compensatory time.

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

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

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

For those employees subject to a collective bargaining agreement that does not include PTO-11 sick leave and fail to possess sufficient paid time off accruals to reach this 31<sup>st</sup> calendar day, the City, then, will provide additional paid leave to that employee to "bridge the gap" until that 31<sup>st</sup> calendar day out (when the IMRF Disability benefit would normally engage assuming proper medical paperwork is received by IMRF).

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

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

Paid hours under this program will be limited to the difference between an employee's remaining paid time off balance and the number of hours needed to reach the 31<sup>st</sup> calendar day. The paid time off bridge benefit will be limited to once in any 12-month period, per employee.



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

#### 4.6 Maternity/New Parent Leave

The Maternity/New Parent Leave was approved by City Council on January 21, 2020 for eligible employees beginning on January 22, 2020. Maternity/New Parent Leave provides employees paid time off for:

- The birth of a child and to care for the newborn child within one year of birth, or
- The placement of a child for adoption or foster care and to care for the newly placed child within one year of placement.

This policy will run concurrently with Family Medical Leave Act (FMLA) leave, as described in this chapter.

Up to 12 consecutive weeks of paid leave is given for *Maternity* Leave, to begin at the date of birth.

Up to 6 consecutive weeks of paid leave is given for *New Parent* Leave. These six weeks are all to be taken within one year of the qualifying event.

##### Eligibility for Maternity/New Parent Leave

An employee must meet all of the following conditions in order to be eligible for Maternity/New Parent Leave:

- Is a regular full-time or part-time non-union employee (i.e. not a temporary employee) or a regular full-time or part-time employee subject to a collective bargaining agreement that has adopted Maternity/New Parent Leave, and
- Has been employed with the City for at least 12 months (the 12 months do not need to be consecutive), and
- Has worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence, and
- Has filed and meet the requirements as defined under FMLA.

Employees are eligible for *Maternity* Leave if they:

- Have given birth to a child,

Employees are eligible for *New Parent* Leave if they:

- Are a spouse of a woman who has given birth to a child or the father of the child, or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger); the adoption of a new spouse's child is excluded from this policy.



## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

Employees do not need to exhaust all of their vacation/PTO or sick accruals before taking Maternity/New Parent Leave.

#### **While on Maternity/New Parent Leave**

The City will continue to make payroll deductions to collect the employee's share of benefit premium(s).

The employee will not accrue PTO/vacation and sick leave, while on Maternity/New Parent Leave.

Maternity/New Parent Leave does not constitute a break in service for purposes of longevity, seniority or any employee benefit plan.

Maternity/New Parent Leave will be continuous leave, inclusive of any City-observed holidays that may fall during the time off. No intermittent leave will be permitted.

Maternity/New Parent Leave will run concurrently with an approved FMLA leave.



## City of Naperville Employee Policy Manual

### 7. DRUG-FREE WORKPLACE

#### 7.1 DRUG-FREE WORKPLACE

##### Purpose

It is the policy of the City to take all reasonable steps to ensure it is a workplace that:

- Is free from illegal drugs, cannabis, and alcohol;
- Prohibits employees, in the workplace or while otherwise conducting City business, from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances; and
- Prohibits employees while at work, or while otherwise conducting City business, from being under the influence of alcohol, illegal drugs, cannabis, or any other intoxicating substance, or abusing any drug although legally obtained by not using the drug for prescribed purposes or not taking the drug according to prescribed dosages.

In compliance with the federal and state Drug-Free Workplace Acts, 41 USC §701, et seq. and 30 ILCS 580/1, et seq., the City adopts this policy in order to be considered a “reasonable source” for the award of federal or state contracts or as a grantee of federal or state grant funds.

For additional information on Drug-Free Workplace definitions and procedures, refer to the City’s Safety Policy Manual.

##### Prohibitions and Reporting Requirements

While in the workplace or while otherwise conducting City business, employees are strictly prohibited from possessing, consuming or using any illegal drug, cannabis or controlled substance as defined under federal and state law, or any prescribed or over-the-counter drug or medication that has been illegally obtained or is being used in an improper manner.

The City further prohibits all employees from being impaired by alcohol, illegal drugs, cannabis or controlled substances in the workplace or at any time during the workday.

The workplace includes, but is not limited to, any City work site, vehicles, parking areas, buildings, any non-City owned property where the employee is present on City business, or wherever the employee may be located during a work shift.

The workday refers to any time during a work shift, including meal and rest periods, and any time while on-call. On-call refers to an employee who is scheduled to be on standby with at least 24 hours’ notice or otherwise responsible for performing work-related tasks either at the employer’s premises or other previously designated location.



## City of Naperville Employee Policy Manual

### 7. DRUG-FREE WORKPLACE

An employee is required to report to his or her supervisor any known or anticipated adverse side effect of medication or prescription drugs that he or she is taking that will interfere with the ability to perform job duties safely. The employee need not disclose the underlying medical condition or prescription drug but must disclose job-related restrictions.

Any employee violating a criminal drug statute in a City workplace is required to inform the City of any conviction, guilty pleas or findings, and orders of supervision, probation or conditional discharge on such drug charges, or reduced charges, within 5 days after the plea or order is entered.

The City Manager or his designee will notify the appropriate federal or state contracting or granting agency within 10 days after receiving such notice from an employee or otherwise receiving notice of such a conviction.

#### Drug and Alcohol Testing

The City will provide training to assist in identifying and addressing alcohol and drug use by employees.

Upon reasonable suspicion to believe that an employee is under the influence of, or impaired by, legal or illegal drugs including cannabis, alcohol, or any combination thereof, or following an accident, the City will have the right to require the employee to submit to alcohol and/or drug testing.

Any employee's refusal to submit to alcohol or drug testing, or refusal to consent to the release of test information to the City, or refusal to otherwise cooperate in the administration of drug or alcohol testing will subject the employee to immediate suspension without pay and further discipline up to and including termination of employment.

Except as required under federal law, there will be no random or unit-wide testing of City employees. The City may, however, require random drug and alcohol testing for employees who have successfully completed a treatment program.

Employees covered by a collective bargaining agreement (CBA) may have specific drug and alcohol testing provisions in their CBAs. Those employees should reference their applicable CBAs.

#### Impairment While on Duty

##### Illegal Drugs, Cannabis and Alcohol

An employee will be subject to discipline up to and including termination when:

- The employee is on-duty, and either:
- Uses, possesses, sells, delivers, purchases or manufactures illegal drugs or cannabis; or
- The employee's ability to perform his or her duties is impaired through the use of illegal drugs, non-prescribed drugs, cannabis or alcohol; or





## City of Naperville Employee Policy Manual

### 7. DRUG-FREE WORKPLACE

- The employer has a reasonable suspicion that the employee is impaired through the use of illegal drugs, cannabis or alcohol, and the employee tests positive on both the initial and confirmatory tests for illegal drugs, non-prescribed drugs, cannabis or alcohol and/or is determined to be under the influence of illegal drugs, non-prescribed drugs, cannabis or alcohol through the use of observational evidence.

#### Prescribed Drugs

An employee will be subject to discipline up to and including termination when:

- The employee is on-duty, and:
- The employee's ability to perform his or her duties is impaired by the use of prescription drugs, and/or the employee has failed to report to his/her supervisor any known or reasonably anticipated impairment from the drug use, prior to injecting, ingesting, or otherwise taking the drug(s), or prior to the beginning of the work shift, whichever occurs last.

#### Employee Requests for Assistance

The City strongly encourages employees with drug or alcohol problems to seek professional help. The City will not discriminate or retaliate against an employee who voluntarily comes forward to request assistance for such a problem. Seeking assistance, however, does not insulate an employee from discipline for violations of City rules, failure to fulfill obligations under an employee assistance/treatment program, or for future violations of City rules.

Subject to the City's and the Department's leave of absence policies, the City may grant the employee a leave of absence for a period of up to 30 days to complete primary treatment. An employee will otherwise be allowed to use all accrued sick leave, vacation or PTO while attending a treatment program, and will be granted FMLA leave (to the extent applicable) or an unpaid leave of absence to complete such program after exhausting such paid time off. The City's obligation to pay for treatment for alcohol/substance abuse will be limited to services provided by the City's medical insurance plan.

Subject to the Department Director's approval, the employee will have the option to use accumulated paid leave or take an unpaid leave of absence during treatment.

The employee will be returned to regular work duties only with the recommendation of the Substance Abuse Professional (SAP) and after successful completion of a return-to-service medical examination, including testing negative for alcohol and drugs, and follow-up testing if recommended by the SAP counselor.

Referrals to SAPs will be confidential to the extent allowed by law.

This Section will not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current



## City of Naperville Employee Policy Manual

### 7. DRUG-FREE WORKPLACE

use of alcohol or drugs prevents such individual from performing his or her duties or that such active status constitutes a direct threat to the property or safety of others.

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

#### Disciplinary/Corrective Action

It shall be the City's policy to discipline or terminate any employee who violates any of the specific policies and prohibitions enumerated above. If discipline is imposed, the degree of discipline may be based on the circumstances surrounding the violation of this Policy, the employee's work history and current performance levels, past violations of employment policies and an overall review of the employee's work records. However, the City reserves the right to impose any discipline it deems appropriate to maintain a drug-free workplace.

As an alternative to termination, and at the sole discretion of the Department Director and the HR Director, the City may offer participation in an approved rehabilitation or drug-use assistance program as an alternative to termination. There is no right conferred upon employees to have such a program offered to them, and the decision will be made on a case-by-case basis.

Employees offered this alternative to termination must first agree in writing to:

- Enter into a "Last Chance Agreement" in a form approved by the City Attorney;
- Comply with all of the terms and conditions of the treatment program; and
- Be tested for drugs and alcohol on a random basis at any point during the treatment program before returning to work, and for a period of 3 years thereafter.

The employee will be returned to regular work duties only with the recommendation of the SAP and after successful completion of a return-to-service medical examination, including testing negative for alcohol and drugs, and follow-up testing if recommended by the SAP counselor.

Leave and time off shall be made available on the same terms as described in the previous section of the Policy.

#### Right to Contest

Where disciplinary action is taken against an employee for violation of this Policy, the employee will be entitled to an opportunity to explain or challenge the drug or alcohol test results. Employees covered under a CBA must utilize the grievance procedure in their CBA. All other employees must utilize the Grievance Procedure process in this EPM.



## City of Naperville Employee Policy Manual

### 7. DRUG-FREE WORKPLACE

#### 7.2 CDL Driver Drug & Alcohol Testing

##### Introduction

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

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

##### Prohibitions

CDL drivers may not report for or remain on duty requiring the performance of a safety-sensitive function if they:

- Have an alcohol concentration of .02 or more; or
- Are using any drug, including cannabis unless the use is pursuant to instructions by their doctors or other licensed health care professionals that it will not adversely affect their ability to operate a Commercial Motor Vehicle (CMV) safely.<sup>1</sup>

CDL drivers may not perform a safety-sensitive function if they are using alcohol or have used alcohol during the prior 4 hours.

CDL drivers may not use alcohol for 8 hours after an accident involving a City CMV unless they have taken a post-accident test.

CDL drivers may not refuse to cooperate in a drug or alcohol test required by this policy or DOT rules.

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

---

<sup>1</sup>Every time a driver is prescribed or given a drug or medication, the driver must verify with his/her doctor or other licensed health care professional that it will not adversely affect his/her ability to drive safely. A driver's failure to verify that his/her use of prescribed drugs or medications will not adversely affect his/her ability to drive safely may result in appropriate disciplinary action up to and including termination of employment.



## City of Naperville Employee Policy Manual

### 7. DRUG-FREE WORKPLACE

#### Circumstances under Which CDL or Other Drivers are Subject to Testing

**Pre-employment:** Applicants for CDL or other driver positions (including current employees applying for a CDL position) must pass a drug test before performing a safety-sensitive function. Applicants must also authorize prior employer(s) to disclose positive test results and refusals to cooperate.

**Post-accident:** If a CDL or other driver is in an accident involving a City commercial motor vehicle (CMV) that results in a fatality, or is ticketed after an accident that results in bodily injury to a person who immediately receives emergency medical treatment away from the accident scene or damage to a vehicle that requires the vehicle to be towed away from the accident scene, the driver must take a drug (including cannabis) and alcohol test as directed by his/her supervisor. The driver must notify his/her direct supervisor as soon as safely possible after any such accident.

**Random:** Each year, at least 10% of the City's CDL drivers will have to take random alcohol tests; at least 25% will have to take random drug tests. These tests will be unannounced, spread throughout the year, and all CDL drivers will have an equal chance of selection.

**Reasonable Suspicion:** If a CDL or other driver is reasonably suspected by a supervisor of using drugs or alcohol in violation of the prohibitions set forth above, the driver must take a drug and/or alcohol test.

**Return-to-duty and follow-up:** Before a CDL driver can return to work following a positive drug and/or alcohol test, the CDL driver must take and pass another drug and/or alcohol test. The CDL driver will also have to take unannounced follow-up tests for a minimum of 1 year, at least 6 times during that year, while remaining subject to random selection. Testing may be required for a longer period based upon specific circumstances or the recommendation of a substance abuse professional.

These tests are MANDATORY.

#### Suspensions & Violations

CDL drivers who are convicted of driving a CMV under the influence of alcohol or drugs, leaving the scene of an accident involving a CMV, or a felony involving the use of a CMV, will be disqualified from driving a CMV for at least one year. Depending on the circumstances, the CDL driver may also be subject to appropriate disciplinary action up to and including termination of employment.

For additional information on DOT Drug-Free Workplace procedures, see the [City's Safety Policy Manual](#).

APPENDIX G

City of Naperville 2022 Rates					
	Total Monthly Premium	80% Employer Monthly Rate	20% Employee Monthly Rate	City Cost per pay period	Employee Cost per pay period
<b>Blue Cross Medical Plans</b>					
<b>HMO Blue Advantage</b>					
Employee	\$ 718.69	\$ 574.95	\$ 143.74	\$ 287.48	\$ 71.87
Employee + Spouse	\$ 1,421.84	\$ 1,137.48	\$ 284.36	\$ 568.74	\$ 142.18
Employee + Child(ren)	\$ 1,369.43	\$ 1,095.55	\$ 273.88	\$ 547.78	\$ 136.94
Employee + Family	\$ 2,144.52	\$ 1,715.62	\$ 428.90	\$ 857.81	\$ 214.45
<b>PPO Plan</b>					
Employee	\$ 828.78	\$ 663.02	\$ 165.76	\$ 331.51	\$ 82.88
Employee + Spouse	\$ 1,738.43	\$ 1,390.75	\$ 347.68	\$ 695.38	\$ 173.84
Employee + Child(ren)	\$ 1,714.72	\$ 1,371.78	\$ 342.94	\$ 685.89	\$ 171.47
Employee + Family	\$ 2,631.62	\$ 2,105.30	\$ 526.32	\$ 1,052.65	\$ 263.16
<b>PPO Plan - Health Savings Account</b>					
Employee	\$ 526.95	\$ 421.57	\$ 105.38	\$ 210.79	\$ 52.69
Employee + Spouse	\$ 1,109.32	\$ 887.46	\$ 221.86	\$ 443.73	\$ 110.93
Employee + Child(ren)	\$ 1,071.63	\$ 857.31	\$ 214.32	\$ 428.66	\$ 107.16
Employee + Family	\$ 1,659.69	\$ 1,327.75	\$ 331.94	\$ 663.88	\$ 165.97
<b>Delta Dental</b>					
Employee	\$ 39.90	\$ 31.92	\$ 7.98	\$ 15.96	\$ 3.99
Employee + 1 (Spouse or 1 Child)	\$ 81.90	\$ 65.52	\$ 16.38	\$ 32.76	\$ 8.19
Employee + Children	\$ 110.00	\$ 88.00	\$ 22.00	\$ 44.00	\$ 11.00
Employee + Family	\$ 138.60	\$ 110.88	\$ 27.72	\$ 55.44	\$ 13.86
<b>EyeMed Vision</b>					
Employee	\$ 6.32				\$ 3.16
Employee + One	\$ 12.36				\$ 6.18
Employee + Family	\$ 18.52				\$ 9.26

**City of Naperville**  
**Health Plan Comparison**

Plan Design	In-Network		Out-of-Network
<b>BCBS - HMO Blue Advantage</b> Dr. Office Visit (In-network)- PCP/Spec Individual Deductible Family Deductible  Co-insurance Individual OOP Max (including Ded) Family OOP Max (including Ded) Inpatient Hospital Stay Outpatient Facility Copay Outpatient Surgery Rehabilitation (max per year all therapies - 60 visits) ER Copay Rx Copays (In-Network) RX Out of Pocket Maximum (Ind/Family) Pharmacy Provider	\$25 PCP /\$50 Spec / \$0 Wellness None None  100% \$2,500 \$5,000  \$250 per day (max \$750 per stay or calendar year) \$150 \$0 \$25/visit \$300	NO COVERAGE  PRIMARY CARE PHYSICIAN MUST DIRECT ALL CARE	
	\$10/\$40/\$60/\$100 \$2,500 Ind/\$5,000 Family Prime Therapeutics		
<b>BCBS - PPO</b> Dr. Office Visit (In-network)- PCP/Spec  Virtual Visit Individual Deductible Family Deductible Co-insurance* Individual OOP Max (including Ded) Family OOP Max (including Ded) Outpatient Facility-imaging*: CT/PET scans, MRI  Outpatient Facility-Diagnostic Tests: X-rays, blood work  *Empower Wellbeing Mgmt: Prior authorization required for cardiology, advanced imaging and sleep medicine Inpatient Hospital Stay  ER Copay Rx Copays (In-Network) RX Out of Pocket Maximum (Ind/Family) Pharmacy Provider	<b>Blue Choice PPO</b> \$20 PCP/\$40 Spec, then 85%; \$0 Wellness  \$10 copay \$500 \$1,500 85% \$3,000 \$9,000  85% after Deductible and pre-authorization* 85% after Deductible and pre-authorization*  Prior authorization required  85%  85% After Deductible	<b>PPO</b> \$30 PCP/\$50 Spec, then 65%; \$0 Wellness  \$10 copay \$1,000 \$3,000 65% \$4,000 \$12,000  65% after Deductible and pre-authorization* 65% after Deductible and pre-authorization*  Prior authorization required  65%  85% after Deductible	<b>Out-of-Network</b> Deductible/coinsurance  \$10 copay \$2,000 \$6,000 50% \$6,000 \$18,000  Deductible/coinsurance and pre-authorization* Deductible/coinsurance and pre-authorization*  Prior authorization required  50%  85% After Deductible
	80% reimbursed up to max copay of \$10/\$40/\$60/\$100 \$2,500 Ind/\$5,000 Family CVS/Caremark		
<b>BCBS - PPO High Deductible</b> Dr. Office Visit (In-network)- PCP/Specialist, Hospitalization Virtual Visit Individual Deductible Employee + Spouse Deductible Employee + Child(ren) Deductible Family Deductible Co-insurance * *Empower Wellbeing Mgmt: Prior authorization required for cardiology, advanced imaging and sleep medicine Individual OOP Max (including Ded) Emp + Spouse OOP Max (including Ded) Emp + Child(ren) OOP Max (including Ded) Family OOP Max (including Ded) Emergency Room Copay Rx Copays (In-Network) RX Out of Pocket Maximum (Ind/Family) Generics only Preventive Therapy Drug List Pharmacy Provider	<b>Blue Choice PPO</b> 85% After Deductible * 100% Wellness  85% After Deductible \$2,500 \$5,000 \$5,000 \$5,000  85% / 15% *  Prior authorization required  \$5,000 \$10,000 \$10,000 \$10,000  85% After Deductible*	<b>PPO</b> 65% After Deductible* 100% Wellness  85% After Deductible \$2,500 \$5,000 \$5,000 \$5,000  65% / 35% *  Prior authorization required  \$5,000 \$10,000 \$10,000 \$10,000  85% After Deductible*	<b>Out-of-Network</b> 50% After Deductible *  85% After Deductible \$3,000 \$6,000 \$6,000 \$6,000  50% / 50% *  Prior authorization required  \$10,000 \$15,000 \$15,000 \$15,000  85% After Deductible*
	80% After Deductible Combined with Medical Out Of Pocket Max 80% before Deductible CVS/Caremark		
<b>High Deductible Health Savings Account</b> <u>City Discretionary Contribution Into Health Savings Account</u> Employee Employee + Spouse Employee + Children Employee + Family  <u>Matching Contribution Program</u> Employee Employee + Spouse Employee + Children Employee + Family	<b>PPO High Deductible Health Savings Account</b> <u>Before Tax Contribution</u> \$1,250 per year (\$625 Jan / \$625 July) \$2,500 per year (\$1,250 Jan / \$1,250 July) \$2,500 per year (\$1,250 Jan / \$1,250 July) \$2,800 per year (\$1,400 Jan / \$1,400 July)		
	<u>Matching Contribution Program</u> Before Tax Contribution Maximum from City \$700 \$1,300 \$1,300 \$1,500		