

EXHIBIT A

Illinois Labor
Relations Board
Contract#

Collective Bargaining Agreement By and Between

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

January 1, 2026 - December 31, 2029

ARTICLE AND SECTION NUMBER

PREAMBLE..... 5

Article 1 – Recognition..... 5

 Section 1.1 – Recognition..... 5

 Section 1.2 – Definition of Officer..... 5

Article 2 – Non-Discrimination..... 5

 Section 2.1 Discrimination Prohibited..... 5

 Section 2.2 Union Non-Participation..... 5

Article 3 – Management Rights..... 6

Article 4 – No Strike..... 7

 Section 4.1 No Strike..... 7

 Section 4.2 No Lockout..... 7

 Section 4.3 Penalty..... 7

 Section 4.4 Judicial Restraint..... 8

Article 5 – Dues Deduction..... 8

Article 6 – Employee Security..... 8

 Section 6.1 Personnel Files..... 8

 Section 6.2 Rights to Copies and Rebuttals..... 9

 Section 6.3 Grievance Processing..... 9

 Section 6.4 Union Representatives..... 9

Article 7 – Grievance and Arbitration Procedure..... 10

 Section 7.1 Definitions..... 10

 Section 7.2 Procedure..... 10

 Section 7.3 Arbitration..... 12

 Section 7.4 Limitations on Authority of Arbitrator..... 13

 Section 7.5 Time Limit for Filing..... 13

Article 8 – Employee Testing..... 13

 Section 8.1 Statement of Policy..... 13

 Section 8.2 Prohibitions..... 13

 Section 8.3 Drug and Alcohol Testing Permitted..... 14

 Section 8.4 Order to Submit to Testing..... 14

 Section 8.5 Tests to be Conducted..... 14

 Section 8.6 Right to Contest..... 16

 Section 8.7 Voluntary Requests for Assistance..... 16

 Section 8.8 Discipline..... 16

Article 9 – Bulletin Boards..... 17

Article 10 – Layoff.....	18
Section 10.1 Layoff.....	18
Section 10.2 Recall.....	18
Article 11 – Labor-Management Conferences.....	18
Section 11.1 Meeting.....	18
Section 11.2 Scope.....	19
Section 11.3 Meeting Attendance.....	19
Article 12 – Seniority and Introductory Period.....	19
Section 12.1 Definition of Seniority.....	19
Section 12.2 Vacation Scheduling.....	19
Section 12.3 Seniority List.....	19
Section 12.4 Termination of Seniority.....	20
Section 12.5 Seniority for Unpaid Authorized Leave.....	20
Section 12.6 Introductory Period.....	20
Article 13 – Leaves of Absence.....	20
Section 13.1 Funeral Leave.....	20
Section 13.2 Military Leave.....	21
Section 13.3 Jury Duty Leave.....	21
Section 13.4 Paid New Parent/Maternity Leave.....	22
Article 14 – Hours of Work and Overtime.....	22
Section 14.1 Application of Article.....	22
Section 14.2 Normal Work Periods and Overtime Pay.....	22
Section 14.3 Callback.....	22
Section 14.4 Court Time.....	22
Section 14.5 Court Readiness Pay.....	23
Section 14.6 Bond court Transports.....	23
Section 14.7 Required Overtime.....	23
Section 14.8 No Pyramiding.....	23
Section 14.9 Changes in Normal Workweek and Workday.....	23
Section 14.10 Switching of Shifts.....	24
Section 14.11 Staffing Levels.....	24
Article 15 – Holidays.....	24
Section 15.1 Holidays.....	24
Section 15.2 Payment in Lieu of Holidays.....	24
Article 16 – Subcontracting.....	25
Article 17 – Uniform and Allowance.....	25
Section 17.1 Uniforms.....	25
Section 17.2 Replacement and Allowance.....	25

Article 18 – Sick and PTO Time.....	25
Article 19 – Medical Dental and Life Insurance.....	26
Section 19.1 Medical Insurance.....	26
Section 19.2 Dental Insurance.....	26
Section 19.3 Life Insurance.....	26
Section 19.4 Flexible Spending Account.....	26
Section 19.5 Employee Premium Contribution.....	26
Article 20 – Wages and Compensation.....	27
Section 20.1 Wages.....	27
Section 20.2 Training Bonus.....	27
Section 20.3 Team Lead Position.....	28
Article 21 – Tuition Reimbursement Program.....	29
Article 22 – Indemnification.....	29
Article 23 – Savings Clause.....	29
Article 24 – Complete Agreement.....	29
Article 25 – Duration.....	30
Section 25.1 Term of Agreement.....	30
Section 25.2 Continuing Effect.....	30
Appendices	
Appendix A – Dues Authorization Form.....	31
Appendix B – Expungement Notice.....	32
Appendix C – Grievance Form.....	34
Appendix D – Employee Policy Manual/New Parent Leave.....	36
Appendix E – Insurance Rates.....	38

PREAMBLE

This Agreement is 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 Detention Officers (hereinafter referred to as "employees" or "officers"). The purpose of this Agreement is the promotion of harmonious relations between the Employer and the 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 mutually promise and agree, as follows:

ARTICLE 1 - Recognition

Section 1.1 - Recognition

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

Section 1.2 – Definition of Officer

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

ARTICLE 2 - NON-DISCRIMINATION

Section 2.1 - Discrimination Prohibited

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 race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, membership or lack of membership in the Union, or mental and/or physical disability unrelated to the employee's ability to perform the essential functions of the detention officer job.

Section 2.2 - Union Non-Participation

Disputes under Section 2.1 shall not be eligible for resolution through the

arbitration procedure of this Agreement but shall be processed through the appropriate judicial or administrative body.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1- Management Rights

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

- Plan, direct, control and determine the budget and all the operations, services and missions of the Police Department;
- Supervise and direct the working forces;
- Hire and promote Officers;
- Establish the qualifications for employment and to employ Officers;
- Schedule and assign work;
- Interrogate and/or investigate Officers;
- Establish specialty positions and select and/or transfer personnel for such positions;
- Establish work and productivity standards and, from time to time, change those standards;
- Assign overtime and contract out for goods and services;
- Determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased;
- Determine whether services are to be provided by Officers covered by this Agreement or by other employees or persons not covered by this Agreement;
- Make, alter and enforce reasonable rules, regulations, orders, policies and procedures;
- Evaluate Officers and take appropriate performance actions;
- Discipline, suspend and discharge non-probationary Officers for just cause (probationary Officers without cause);
- Change or eliminate existing methods, equipment or facilities or introduce new ones;
- Establish and modify standards and/or criteria for Officers' training education and assign Officers to training and education;
- Determine work hours (shift hours);
- Change, combine or modify job duties;
- Determine internal investigation procedures; and
- Take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the mayor or their authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which

may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes), which actions may include the suspension of the provisions of this Agreement provided that wage rates shall not be suspended and providing that all provisions of this Agreement shall be promptly removed once a civil emergency condition ceases to exist, and to carry out the missions of the City.

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

ARTICLE 4 - NO STRIKE

Section 4.1 - No Strike

During the term of this Agreement, neither the Union nor any Officers, agents or employees will instigate, promote, sponsor, engage in, or condone any of the following: strike; sympathy strike; slowdown; sit-down; concerted stoppage of work; concerted refusal to perform overtime; concerted, abnormal and unapproved enforcement procedures, policies or work to the rule situations; mass absenteeism; picketing for or against the Employer; and any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all Officers who violate any of the provisions of this article may be discharged or otherwise disciplined by the Employer. Each Officer who holds the position of officer 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 because 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 the employee engaged in such prohibited conduct. The failure to impose a penalty in any instance shall not be a waiver of such right in any other

instance, nor shall it be considered a precedent.

Section 4.4 - Judicial Restraint

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

ARTICLE 5 - DUES DEDUCTION

Section 5.1 - Dues Deduction

- a) Upon receipt of a written and signed authorization form from an employee (see **APPENDIX A**, attached hereto); the Employer shall deduct the amount of Union 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 Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, at least thirty (30) days prior to its effective date on an annual basis.
- b) The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by this Section and shall take necessary actions to remit said withholding to the Union or its designee within thirty (30) calendar days after the date of withholding, provided the Union has notified the Employer of the address where the withholding should be sent and has certified the amount of dues to be withheld. Both the Union's notification and certification must be within sufficient time to permit the Employer to carry out its obligation to withhold.
- c) The Union 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 Union, and costs arising from or incurred because of any act taken or not taken by the Employer in complying with or carrying out the provisions for this Article.

ARTICLE 6 - EMPLOYEE SECURITY

Section 6.1 - Personnel Files

Officers' personnel files, disciplinary history and investigation files (except pending investigations) shall be available for inspection by the employee or Union representative who has written authorization from the employee, during business

hours and upon reasonable notification of such request.

Section 6.2 - Rights to Copies and Rebuttals

An Officer shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or confidential information . If an Officer's file contains material that is adverse to them, they have the right to submit a written rebuttal to said material for placement in their file.

Records of investigation of misconduct and disciplinary actions shall be expunged by the Chief or their designee from the Officer's file in the following manner:

- Exonerated: Immediately
- Unfounded: Immediately
- No conclusion: Immediately
- Verbal counseling/reprimand: After one (1) year
- Sustained/written reprimand: After three (3) years
- Sustained suspension: After five (5) years (unless an allegation involving excessive force, sexual harassment, discrimination, dishonesty in the performance of duty, or criminal conduct as referenced below).

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

Section 6.3 - Grievance Processing

Designated Union representatives will be granted reasonable time while on duty, subject to the Employer's need to staff the detention facility, t (a maximum of two (2) Officers shall hold this designation) for the purpose of aiding, assisting or otherwise representing employees in the handling and processing of grievances. This time shall be considered duty time for the purposes of time keeping and attendance.

Section 6.4 - Union Representatives

Designated Union representatives may to visit the Police Department during working hours to talk with employees and/or Employer representatives concerning matters covered by this Agreement. The Designated Union representative should provide the Employer with reasonable notice prior to such meetings.

Officers who are elected, delegated or appointed to attend conventions of the Fraternal Order of Police of the Union and the annual Illinois Fraternal Order of

Police Union Annual Conference will be granted leaves of absence without pay so long as there is no interference with Employer operations. Any request for such leave shall be submitted in writing by the Union thirty (30) days prior to the requested leave date to the Officer's department director and shall be answered in writing, no later than five (5) days following the request. This leave shall be limited to one (1) person for three (3) days each (for State and Union conventions) or, in alternate years, one (1) person for five (5) days each (for National and Union conventions).

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 - Definitions

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

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

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

Section 7.2 - Procedure

An Internal Grievance filed against the Police Chief or an Employer/External grievance filed shall be processed as set forth in this article on the form attached hereto as **Appendix C** (herein after "Grievance Form").

Step 1:

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

Step 2:

- a) **Internal Grievance Appeal:** If an Internal Grievance is not settled at Step 1, and the Officer or the Union, if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, they shall submit the appeal in writing on the Grievance Form to the Employee's Division Commander within seven (7) business days of receipt of the response at Step 1. The Division Commander of the Officer, or their designee, shall investigate the grievance. Within seven (7) days after receipt, the Employer shall offer (if requested) to discuss the grievance with the Grievant and their authorized Union representative at a time mutually agreeable to the parties. The Division Commander shall provide a written summary of their response, or the resolution if one is agreed upon, within seven (7) business days following said meeting.
- b) **City/External Grievance Appeal:** If an External Grievance is not settled at Step 1, and the Officer or the Union (if a Union grievance) wishes to appeal, they shall submit the grievance to Step 2 of the grievance procedure to the Police Chief in writing on the Grievance Form set forth in **Appendix C** within seven (7) business days of receipt of the response at Step 1. The Police Chief, or designee, shall investigate the grievance and upon request shall offer to discuss the grievance within seven (7) business days of receipt with the grievant and their authorized Union representative at a time mutually agreeable to the parties. The Police Chief shall provide a written summary of their response, or the resolution if one is agreed upon, within seven (7) business days following said meeting.

Step 3:

- a) **Internal Grievance Appeal:** If an Internal Grievance is not settled at Step 2 and the Union desires to appeal, they shall submit the appeal in writing on the Grievance Form to the Police Chief within ten (10) business days of receipt of the decision of the Division Commander rendered at Step 2. The grievance appeal shall specifically state the basis upon which the Grievant believes the grievance was improperly denied at Step 2. The Police Chief, or their designee, may investigate the grievance as they deem necessary and appropriate and shall offer to meet with a Union representative and the Grievant to discuss the grievance within ten (10) business days of receipt of the Union's timely appeal. If no settlement of the grievance is reached, the Police Chief, or their 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.
- b) **External Grievance Appeal:** If an External Grievance is not settled at Step 2, the Union may appeal the decision in writing to the City Manager within ten (10) business days of receipt of the decision of the Police Chief rendered

at Step 2. The grievance appeal shall specifically state the basis upon which the Grievant believes the grievance was improperly denied at Step 2. Thereafter, the City Manager, or their designee, and such other individuals as may be deemed appropriate by the City Manager, shall meet with the Grievant, Union representative, and an outside, non-Employee representative of the Union if desired by the Officer, within ten (10) business days of receipt of the Union's timely appeal, if possible. If no settlement of the grievance is reached, the City Manager, or their 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 7.3 - Arbitration

If the grievance is not settled in Step 3, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Employer's written Step 3 answer.

- a) 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, or other jointly agreed upon arbitration provider, to submit a panel of seven (7) arbitrators, pursuant to its labor arbitration rules. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one arbitrator is selected.
- b) The arbitrator shall be notified of their selection and shall be requested to set a date/time for the hearing subject to the availability of Union and Employer representatives.
- c) The Employer and Union have the right to request that the arbitrator order the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel at their own cost.
- d) The arbitrator shall submit their 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.
- e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

Section 7.4 - Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been violation, misinterpretation or misapplication of the specific provision of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievant as submitted in writing at Step 1. The arbitrator shall have no authority to decide on any issue not so submitted or raised by the grievant. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the Employer, the Union and the Officers covered by this Agreement.

Section 7.5 - Time Limit for Filing

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

ARTICLE 8 - EMPLOYEE TESTING

Section 8.1 - Statement of Policy

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

Section 8.2 – Prohibitions

Officers shall be prohibited from:

- a) Consuming or possessing alcohol, cannabis, any illegal drugs or any non-prescribed prescription drug at any time during the workday or

anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the Officer's personal vehicle while engaged in City business;

- b) Selling, purchasing or delivering any illegal drug or cannabis at any time or on the Employer's premises unless in accordance with duty requirements;
- c) Being under the influence of alcohol, cannabis, any non-prescribed prescription drug or any illegal drug during the workday; and
- d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 8.3 - Drug and Alcohol Testing Permitted

When the Employer has reasonable suspicion to believe that an Officer is under the influence of alcohol, cannabis, any non-prescribed prescription drug or any illegal drug during the workday, the Employer shall have the right to require the Officer to submit to alcohol or drug testing as set forth in this Agreement. At least one (1) supervisory employee, who is not a member of the bargaining unit represented by the Union must certify the reasonable suspicions concerning the affected Officer prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of Officers, except random testing of an Officer as authorized in Section 8.8. The foregoing shall not limit the right of the Employer to conduct tests as it may deem appropriate for people seeking employment prior to their date of hire.

Section 8.4 - Order to Submit to Testing

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

Section 8.5 - Tests to be Conducted

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

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to

the Illinois Clinical Laboratory Act that has or is capable of being accredited by Substance Abuse and Mental Health Services Administration (SAMHSA); including Copley Medical Center; Endeavor Health Edward Hospital; Central DuPage Hospital; and/or Good Samaritan;

- b) Insure that the laboratory or facility selected conforms to all SAMHSA standards;
- c) Establish a chain of custody procedures for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. No Officer covered by this Agreement, other than Officers assigned to the O.P.S., shall be permitted at any time to become a part of such chain of custody;
- d) Collect a sufficient sample of the same bodily fluid or material from an Officer to allow for initial screening, a confirmatory test and enough to be set aside reserved for later testing if requested by the Officer;
- e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- f) Provide the Officer with an opportunity to have the additional sample tested within forty-eight (48) hours of the ordered test by a clinical laboratory or hospital facility of the Officer's own choosing, at their expense; provided the Officer notifies the Human Resources Director within forty-eight (48) hours of receiving the results of their independent tests;
- g) Require the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that if any information concerning such testing or the results thereof obtained by the Employer is inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the Officer's interests;
- h) For the purpose of determining whether the Officer is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood will be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that test results below .02 demonstrate that the Officer's ability to perform their duties was impaired, but the Employer shall bear the burden of proof in such cases);

- i) Provide each Officer tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- j) Insure that no Officer is the subject of any adverse employment action relief from duty with pay during the pendency of any testing procedure; and
- k) Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 8.6 - Right to Contest

The Union and/or the Officer, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Article and contest the basis for the order to submit to the tests, the administration of the tests, the significance and accuracy of the tests, and/or results or any other alleged violation of this Article. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that Officers may have regarding such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 8.7 - Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an Officer who, prior to being ordered to submit to testing, informed the Employer that they need to or has voluntarily sought treatment, counseling or other support for the first instance of an alcohol or drug related problem. However, the Employer may require the Officer to take time off without pay if they are unfit for duty. The Employer shall make available through its Employee Assistance Program (EAP) a means by which the Officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the Officer's interests, except as described above.

Section 8.8 - Discipline

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

- a) The Officer must agree to treatment as determined by the physician(s)

involved;

- b) The Officer must discontinue their use of illegal drugs, abuse of alcohol or cannabis, use of any non-prescribed prescription drug, or abuse of any prescribed drug;
- c) The Officer must complete the course of treatment prescribed by the attending physician, including an "after-care" group for a period of up to twelve months;
- d) The Officer must agree to submit to random testing during hours of work within the twelve-month period after a positive confirmatory test;

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

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Officer on active status throughout the period of rehabilitation if it is appropriately determined that the Officer's current use of alcohol or drugs prevents such individual from performing the duties of an Officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Officer shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the Officer's option, pending treatment.

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

ARTICLE 9 - BULLETIN BOARDS

Section 9.1

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

ARTICLE 10-LAYOFF

Section 10.1 - Layoff

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

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

Section 10.2 - Recall

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

Officers who are eligible for a recall shall be given fourteen (14) calendar days' notice of recall. This notice shall be sent to the Officer by certified or registered mail with a copy to the Union, provided that the Officer notifies the Police Chief or their designee of their intention to return to work within seven (7) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the Officer, it being the obligation and responsibility of the Employee to provide the Police Chief or their designee with his/her latest mailing address. If an Officer fails to timely respond to a recall notice, their name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond, provided the recall requests are over ninety (90) days apart.

ARTICLE 11 - LABOR-MANAGEMENT CONFERENCES

Section 11.1 - Meetings

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 applicable administrative representatives of the Employer. When practical, such meetings may be requested at least seven (7) days in advance by either party by submitting to the other party a written request 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:

- a) Discussions on the implementation and general administration of this Agreement;
- b) Sharing general information of interest to the parties; and
- c) Safety issues.

Section 11.2 - Scope

It is expressly understood and agreed that such meetings shall exclude the meetings pursuant to the grievance procedure and negotiations for the purpose of altering any or all the terms of this Agreement.

Section 11.3 - Attendance

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

ARTICLE 12 - SENIORITY AND INTRODUCTORY PERIOD

Section 12.1 – Definition of Seniority

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

Section 12.2 - Vacation Scheduling

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

Section 12.3 - Seniority List

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

Section 12.4 – Termination of Seniority

An Officer's seniority will be terminated by the Employer and their seniority forfeited when the Officer:

- a) Quits/resigns;
- b) Is discharged for just cause;
- c) Is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months;
- d) Accepts gainful employment while on an approved leave of absence from the Police Department, unless provided with prior consent of the City Manager for non-termination of seniority ; or
- e) Is absent for three (3) consecutive scheduled work days without proper notification or authorization, and without showing just cause for the failure to so report.

Section 12.5 - Seniority for Unpaid Authorized Leave

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

Section 12.6 - Introductory Period

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

ARTICLE 13 - LEAVES OF ABSENCE

Section 13.1 - Funeral Leave

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

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

Section 13.2 - Military Leave

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

Active Reservists: Regular full-time Officers who are members of a military reserve unit and called to active duty will be granted a military leave of absence for the period called to duty or any extension of active duty at the request of the federal government. During the term of leave, the Officer will be paid any difference between the Employer salary and military pay for up to one (1) year. In addition, all medical benefits will be continued for the dependents of reservists called to active duty, also for up to one (1) year. Upon return from military leave, the Officer will not suffer any loss of seniority, status, salary increases and covered benefits.

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

Section 13.3 - Jury Duty Leave

Any Officer summoned for jury duty on their regular day of work shall be given time off to serve, regardless of the shift to which they are assigned. The City shall not deny an Officer time off for jury duty because they are hen assigned to work a night shift.

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

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

Section 13.4 - Paid Maternity/New Parent Leave

Eligible Officers will be provided with paid time off for the birth of a child and to care for the newborn child or the placement of a child for adoption or foster care and to care for the newly placed child. This Maternity/New Parent Leave is attached hereto as **APPENDIX D**.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

Section 14.1- Application of Article

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

Section 14.2 - Normal Work Periods and Overtime Pay

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

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

Section 14.3 - Callback

Callback is defined as an assignment of work which does not immediately precede or follow an Officer's regularly scheduled workday. Officers 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. Notifications for court or other assignments by telephone do not constitute callback. However, discussion of a work assignment by telephone does constitute callback and the Officer will be paid for the actual time of the conversation in fifteen (15) minute increments.

Section 14.4 - Court Time

Officers covered by the terms of this Agreement, who are required to appear in court at a coroner's inquest or other similar proceeding while on their off-duty time, shall

receive a minimum of two (2) hours pay at their overtime rate or actual time spent, whichever is greater. Travel time, irrespective of the time spent in court, will be paid at the rate of one (1) hour at the overtime rate for DuPage County and two (2) hours at the overtime rate for Will County.

Section 14.5 - Court Readiness Pay

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

Section 14.6 - Bond Court Transports

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

Section 14.7 - Required Overtime

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

Permanent shifts are selected by seniority prior to the beginning of the next calendar year. When practical, overtime shifts will be posted in advance so that all Officers are made aware of such assignments.

Section 14.8 - No Pyramiding

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

Section 14.9 - Changes in Normal Workweek and Workday

The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or work week, the Employer will give at least forty-eight (48) hours' notice to the individuals affected by such change except under emergency circumstances or here agreed to by the parties and the Officer's consent will

not be unreasonably withheld or denied.

Section 14.10 – Switching of Shifts

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

Section 14.11 - Staffing Levels

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

ARTICLE 15 - HOLIDAYS

Section 15.1- Holidays

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

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

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

Section 15.2 - Payment in Lieu of Holidays

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

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

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

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

ARTICLE 16 - SUBCONTRACTING

Section 16.1

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

ARTICLE 17 - UNIFORM AND ALLOWANCE

Section 17.1 - Uniforms

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

Section 17.2 – Replacement and Allowance

The Employer shall replace all worn or damaged uniforms and equipment as needed by the Officer. The Employer will repair or replace within reasonable limits an Officer's glasses, contact lenses, prescription sunglasses or watch (\$150.00 limit) as the result of an Officer's use of reasonable force during normal course of duty, subject to the supervisor's verification and approval by the Chief of Police.

On the first paycheck of January of each year, Officers shall receive an annual uniform maintenance allowance of nine hundred dollars (\$900.00).

ARTICLE 18 - SICK AND PTO TIME

Section - 18.1

The Employer's TOP policy is attached hereto as Appendix D and shall apply to all Officers currently on TOP. The Employer's PTO-11 policy is contained in the Employee Policy Manual and applies to all Officers currently on PTO-11. All new

hires shall be subject to the PTO-11 policy. Notwithstanding the foregoing, all Officers, regardless of the time-off plan shall be entitled to earn up to eighty (80) hours of compensatory time, use of which shall be subject to the terms set forth in.

ARTICLE 19 - MEDICAL, DENTAL AND LIFE INSURANCE

Section 19.1 - Medical Insurance

The Employer shall provide group health insurance benefits to full-time employees, with such benefits to be provided under the same terms and in the same amounts as provided to all non-union employees of the City, as the same may be changed from time to time by the City. Nothing in this Agreement restricts the City's right: to change insurance carriers, plan administrators or networks; to self-insure and to change the method or manner of self-insurance; to change benefit levels as recommended by the City Council; to implement a health insurance program with multiple plan options (that may include but is not limited to a high deductible plan, Health Savings Account, or Health Reimbursement Account); to participate in programs to reduce health insurance costs, or to utilize health maintenance organizations or other similar groups, provided that the coverage and benefit levels are the same for employees under this Agreement as provided to all other non-union employees of the City, as the same may be changed from time to time by the City.

Section 19.2 - Dental Insurance

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

Section 19.3 - Life Insurance

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

Section 19.4 - Flexible Spending Accounts

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

Section 19.5 - Employee Premium Contributions

Officers 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 Officer. Monthly premium amounts may be adjusted by the Employer each year of the contract on January 1, subject to a cap of 15%. The Employer 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, 2026, are appended to this agreement as **APPENDIX E**.

ARTICLE 20 - WAGES AND COMPENSATION

Section 20.1 - Wages

Effective on January 1, 2026, all bargaining unit employees shall be paid based on the following annual step pay plan:

	1/1/25	1/1/26 13.0%	1/1/27 2.0%	1/1/28 2.0%	1/1/29 2.0%
Starting	\$23.1110	\$26.1154	\$26.6377	\$27.1705	\$27.7139
Step 1	\$25.4304	\$28.7364	\$29.3111	\$29.8973	\$30.4952
Step 2	\$27.7497	\$31.3572	\$31.9843	\$32.6240	\$33.2765
Step 3	\$30.0692	\$33.9782	\$34.6578	\$35.3509	\$36.0579
Step 4	\$31.2289	\$35.2887	\$35.9944	\$36.7143	\$37.4486
Step 5	\$32.3886	\$36.5991	\$37.3311	\$38.0777	\$38.8393
Step 6	\$33.5483	\$37.9096	\$38.6678	\$39.4411	\$40.2299
Step 7	\$34.7080	\$39.2200	\$40.0044	\$40.8045	\$41.6206

Any Officer hired after ratification of this agreement shall be paid at the starting rate referenced above.

The rates in the above pay plan shall increase each subsequent January as follows:

2026	2027	2028	2029
13%	2%	2%	2%

Section 20.2 - Training Bonus

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

This provision applies only to training of new Detention Officers and does not apply to training of newly hired police officers.

Section 20.3 - Team Lead Position

- a) **Creation of Team Lead Position** - The Police Department, in conjunction with Human Resources, will create a new position Team Lead Detention Officer. The Team Lead position will be a separate classification.
- b) **Selection and Assignment** - The Team Lead shall be selected and assigned by the Employer. Consideration may include, but is not limited to, experience, demonstrated leadership ability, work performance, and disciplinary history.
- c) **Duties and Responsibilities** - In addition to performing the regular duties of a Detention Officer, the Team Lead will be assigned additional responsibilities, which may include:
 - i. Providing day-to-day guidance and directions to Detention Officers during a shift;
 - ii. Assisting with the coordination of work assignments and coverage;
 - iii. Serving as a point of contact between Detention Officers and supervisory staff;
 - iv. Assisting with training, mentoring, and onboarding of new Officers;
 - v. Monitoring compliance with policies, procedures, and post orders and reporting issues to supervisory staff;
 - vi. Completing administrative or operational tasks as assigned.

The Team Lead shall not have the authority to hire, discipline, discharge, or effectively recommend such actions.

- d) **Compensation** - The Team Lead Detention Officer shall receive a premium of 4% per hour increase above the regular hourly rate for Detention Officers.
- e) **Temporary and Acting Assignments** - The Employer may make temporary or acting Team Lead assignments as operational needs require.
- f) **Bargaining Unit Status** - The Team Lead shall remain a member of the bargaining unit and shall be subject to all terms and conditions of this Agreement unless expressly stated otherwise.

ARTICLE 21 - TUITION REIMBURSEMENT PROGRAM

Section 21.1

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

ARTICLE 22 - INDEMNIFICATION

Section 22.1

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

ARTICLE 23-SAVINGS CLAUSE

Section 23.1

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

ARTICLE 24 - COMPLETE AGREEMENT

Section 24.1

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

Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 25 - DURATION

Section 25.1 - Term of Agreement

This Agreement shall be effective January 1, 2026, and shall remain in full force and effect until December 31, 2029. 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 **or electronic 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 the date shown on the postmark **or electronic mail**. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 25.2 • Continuing Effect

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2026.

CITY OF NAPERVILLE

FRATERNAL ORDER OF
POLICE LABOR COUNCIL

Douglas Krieger, City Manager

Representative
FOP Labor Council

Dawn Portner, City Clerk

Representative,
FOP Labor Council
FRATERNAL ORDER OF
POLICE LABOR COUNCIL
Naperville Detention Officers

APPENDIX A
DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, _____ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: **Accounting**
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX B

IAU # _____

**CITY OF NAPERVILLE POLICE DEPARTMENT
EXPUNGEMENT NOTICE**

DATE: _____

TO: Internal Affairs Unit
Naperville Police Department

FROM: _____
Officer _____ **Badge Number** _____

On _____, I received a:

_____ Verbal Counseling/Reprimand

_____ Written Reprimand

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

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

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

TO BE COMPLETED BY THE INTERNAL AFFAIRS UNIT:

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

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

Internal Affairs Unit: _____

Date: _____

White Copy – IAU

Yellow Copy – Officer

APPENDIX C

GRIEVANCE

(use additional sheets where necessary)

Lodge/Unit No.:

Year:

Grievance No.:



Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

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

Briefly state the facts: _____

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

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

STEP THREE

Reasons for Advancing Grievance:

Given To:

Date:

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance:

Given To:

Date:

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative





APPENDIX D

City of Naperville Employee Policy Manual

4. PAID AND UNPAID TIME OFF

For the last five holidays of the year (Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day), the police department "shift workers" will receive 60 hours of pay in lieu of holidays (40 hours as accrued vacation or PTO over 26 pay periods plus 20 hours as Holiday Sellback, paid in cash in January each year). The employees have the option to sell back any or all of the 40 vacation or PTO hours throughout the calendar year.

4.6 Maternity/New Parent Leave

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
- The placement of a child for adoption, foster care or guardianship 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, provided the employee meets the eligibility requirements as of the date of birth/placement of adoption or foster care.

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
- Has been employed with the City for at least 12 months (the 12 months do not need to be consecutive) as of the date of the birth or placement of adoption or foster care
- Has worked at least 1,250 hours during the 12-month period immediately before the date of the birth or placement of adoption or foster care
- Has filed and meets 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
- 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.

APPENDIX E

City of Naperville Health Plan Comparison

Plan Design	Effective 1/1/2025		
BCBS - HMO Blue Advantage	In-Network		
Dr. Office Visit (In-network)- PCP/Spec	\$25 PCP /\$50 Spec / \$0 Wellness		<u>Out-of-Network</u>
Individual Deductible	None		NO COVERAGE
Family Deductible	None		
Co-insurance	100%		
Individual OOP Max. (including Ded)	\$2,500		PRIMARY CARE
Family OOP Max. (including Ded)	\$5,000		PHYSICIAN MUST
Inpatient Hospital Stay	\$250 per day (max \$750 per stay or calendar year)		DIRECT ALL CARE
Outpatient Facility Copay	\$150		
Outpatient Surgery	\$0		
Rehabilitation (max per year all therapies - 60 visits)	\$25/visit		
ER Copay	\$300		
Rx Copays (In-Network)	\$10/\$40/\$60/\$100		
RX Out of Pocket Maximum (Ind/Family)	\$2,500 Ind/\$5,000 Family		
Pharmacy Provider	Prime Therapeutics		
BCBS - PPO	Blue Choice PPO	PPO	Out-of-Network
Dr. Office Visit (In-network)- PCP/Spec	\$20 PCP/\$40 Spec, then 85%; \$0 Wellness	\$30 PCP/\$50 Spec, then 65%; \$0 Wellness	Deductible/coinsurance
Virtual Visit	\$10 copay	\$10 copay	\$10 copay
Individual Deductible	\$500	\$1,000	\$2,000
Family Deductible	\$1,500	\$3,000	\$6,000
Co-insurance*	85%	65%	50%
Individual OOP Max. (including Ded)	\$3,000	\$4,000	\$6,000
Family OOP Max. (including Ded)	\$9,000	\$12,000	\$18,000
Outpatient Facility-Imaging*: CT/PET scans, MRI	85% after Deductible and pre-authorization*	65% after Deductible and pre-authorization*	Deductible/coinsurance and pre-authorization*
Outpatient Facility-Diagnostic Tests: X-rays, blood work	85% after Deductible and pre-authorization*	65% after Deductible and pre-authorization*	Deductible/coinsurance and pre-authorization*
*Empower Wellbeing Mgmt. Prior authorization required for cardiology, advanced imaging and sleep medicine	Prior authorization required	Prior authorization required	Prior authorization required
Inpatient Hospital Stay	85%	65%	50%
ER Copay	85% After Deductible	85% after Deductible	85% After Deductible
Rx Copays (In-Network)	80% reimbursed up to max copay of \$10/\$40/\$60/\$100		
RX Out of Pocket Maximum (Ind/Family)	\$2,500 Ind/\$5,000 Family		
Pharmacy Provider	CVS/Caremark		
BCBS - PPO High Deductible	Blue Choice PPO	PPO	Out-of-Network
Dr. Office Visit (In-network)- PCP/Specialist, Hospitalization	85% After Deductible * 100% Wellness	65% After Deductible* 100% Wellness	50% After Deductible *
Virtual Visit	85% After Deductible	85% After Deductible	85% After Deductible
Individual Deductible	\$2,500	\$2,500	\$3,000
Employee + Spouse Deductible	\$5,000	\$5,000	\$6,000
Employee + Child(ren) Deductible	\$5,000	\$5,000	\$6,000
Family Deductible	\$5,000	\$5,000	\$6,000
Co-insurance *	85% / 15% *	65% / 35% *	50% / 50% *
*Empower Wellbeing Mgmt. Prior authorization required for cardiology, advanced imaging and sleep medicine	Prior authorization required	Prior authorization required	Prior authorization required
Individual OOP Max. (including Ded)	\$5,000	\$5,000	\$10,000
Emp + Spouse OOP Max. (including Ded)	\$10,000	\$10,000	\$15,000
Emp + Child(ren) OOP Max. (including Ded)	\$10,000	\$10,000	\$15,000
Family OOP Max. (including Ded)	\$10,000	\$10,000	\$15,000
Emergency Room Copay	85% After Deductible*	85% After Deductible*	85% After Deductible*
Rx Copays (In-Network)	80% After Deductible		
RX Out of Pocket Maximum (Ind/Family)	Combined with Medical Out Of Pocket Max		
Generics only Preventive Therapy Drug List	80% before Deductible		
Pharmacy Provider	CVS/Caremark		
High Deductible Health Savings Account	PPO High Deductible Health Savings Account		
<u>City Discretionary Contribution into Health Savings Account</u>	<u>Before Tax Contribution</u>		
Employee	\$1,250 per year (\$625 Jan / \$625 July)		
Employee + Spouse	\$2,500 per year (\$1,250 Jan / \$1,250 July)		
Employee + Children	\$2,500 per year (\$1,250 Jan / \$1,250 July)		
Employee + Family	\$2,800 per year (\$1,400 Jan / \$1,400 July)		
<u>Matching Contribution Program</u>	<u>Matching Contribution Program</u>		
Employee	Before Tax Contribution Maximum from City		
Employee + Spouse	\$700		
Employee + Children	\$1,300		
Employee + Family	\$1,300		
Employee + Family	\$1,500		

City of Naperville 2026 Rates					
	Total Monthly Premium	80% Employer Monthly Rate	20% Employee Monthly Rate	City Cost per pay period	Employee Cost per pay period
Blue Cross Medical Plans					
HMO Blue Advantage					
Employee	\$ 912.42	\$ 729.94	\$ 182.48	\$ 364.97	\$ 91.24
Employee + Spouse	\$ 1,805.10	\$ 1,444.08	\$ 361.02	\$ 722.04	\$ 180.51
Employee + Child(ren)	\$ 1,738.56	\$ 1,390.85	\$ 347.71	\$ 695.42	\$ 173.86
Employee + Family	\$ 2,722.58	\$ 2,178.06	\$ 544.52	\$ 1,089.03	\$ 272.26
PPO Plan					
Employee	\$ 1,052.18	\$ 841.74	\$ 210.44	\$ 420.87	\$ 105.22
Employee + Spouse	\$ 2,207.03	\$ 1,765.62	\$ 441.41	\$ 882.81	\$ 220.70
Employee + Child(ren)	\$ 2,176.93	\$ 1,741.54	\$ 435.39	\$ 870.77	\$ 217.69
Employee + Family	\$ 3,340.98	\$ 2,672.78	\$ 668.20	\$ 1,336.39	\$ 334.10
PPO Plan - Health Savings Account					
Employee	\$ 668.99	\$ 535.19	\$ 133.80	\$ 267.60	\$ 66.90
Employee + Spouse	\$ 1,408.34	\$ 1,126.67	\$ 281.67	\$ 563.34	\$ 140.83
Employee + Child(ren)	\$ 1,360.50	\$ 1,088.40	\$ 272.10	\$ 544.20	\$ 136.05
Employee + Family	\$ 2,107.06	\$ 1,685.65	\$ 421.41	\$ 842.82	\$ 210.71
Delta Dental					
Employee	\$ 41.22	\$ 32.98	\$ 8.24	\$ 16.49	\$ 4.12
Employee + 1 (Spouse or 1 Child)	\$ 84.60	\$ 67.68	\$ 16.92	\$ 33.84	\$ 8.46
Employee + Children	\$ 113.63	\$ 90.90	\$ 22.73	\$ 45.45	\$ 11.36
Employee + Family	\$ 143.17	\$ 114.54	\$ 28.63	\$ 57.27	\$ 14.32
EyeMed Vision					
Employee	\$ 5.28				\$ 2.64
Employee + One	\$ 10.32				\$ 5.16
Employee + Family	\$ 15.47				\$ 7.74