

EXHIBIT A

Illinois Labor Relations Board Contract#

**Collective Bargaining
Agreement By and
Between
The City of Naperville**

And

**Naperville Police
Sergeants Illinois
Fraternal Order of Police
Labor Council**

***Effective
01/01/25 through 12/31/27***

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PREAMBLE

The City of Naperville, Illinois (hereinafter referred to as the "City", or the "Employer") and the Naperville Police Sergeants Illinois Fraternal Order of Police Labor Council (hereinafter referred to as "Union" or "FOPLC") enter into this Agreement for the following purposes: to promote harmonious relations between the Employer and the Union; to establish a prompt, equitable and peaceful procedure for the resolution of disputes; and to establish bargaining unit employees' rates of pay, hours of work, and conditions of employment. Therefore, in consideration of the mutual promises and agreements contained herein, the Employer and the Union do mutually promise and agree, as follows:

ARTICLE 1 RECOGNITION

Section 1.1 Recognition

In accordance with the Illinois State Labor Relations Board's (ISLRB) Certification of Representation dated February 21, 2025, in Case Number S-RC-012, the Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn peace sergeants, probationary and non-probationary, with the rank of sergeant employed by the City of Naperville, but excluding the rank of Police Officer, Chief, and all other employees of the City of Naperville, including all managerial, confidential and supervisory employees as defined by the Act.

Section 1.2 Fair Representation

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

ARTICLE 2 NON-DISCRIMINATION

In accordance with applicable law neither the City nor the Union shall discriminate against any employee covered by this Agreement on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, membership or lack of membership in the Union, or mental and/or physical disability unrelated to the Sergeant's ability to perform the job. Any dispute concerning interpretation and/or application of this Article is not grievable under the parties' grievance procedure. Such disputes can only be elevated to the appropriate Federal or State Agency or Court. The parties agree that failure to pursue such a complaint of discrimination through the grievance procedure shall not be the basis of a bar to proceed before any State or Federal Agency or Court.

ARTICLE 3 UNION TIME

Section 3.1 Utilization of Union Time

Authorized representatives of the Union shall be permitted to utilize union time with reasonable notice to visit the police department during working hours to talk with Sergeants and/or employer representatives concerning matters covered by this Agreement.

Section 3.2 Compensation for Union Time (Union Time Bank)

The Union Time Bank is a pool of compensatory time hours donated by bargaining unit members for the purpose of releasing local union representatives with pay to perform union duties other than negotiations and/or grievance processing. Bargaining unit members may contribute up to two hours of compensatory time per year to the Union Time Bank. Only the President of the Union has the authority to approve use of the Union Time Bank hours by Authorized Union Representatives.

The Department and Union shall jointly maintain the records of the Union Time Bank. Hours contributed to the Union Time Bank shall be converted to a dollar amount for the purpose of record keeping and for the purpose of calculating the cost of use by Union representatives.

Section 3.3 Uncompensated Union Time

The City will grant Union Officials or Authorized Representatives with leave of absences without pay to the extent practicable so long as the City is able to maintain its operations. This includes leave of absence without pay to attend conventions of the Fraternal Order of Police. Any request for such leave shall be submitted in writing by the Union to the sergeant's department director, who will provide an answer to the request in writing, no later than five (5) days following the submission of the request.

Uncompensated Union Time for Union conferences and conventions will be limited to three (3) people for three (3) days each or, in alternate years, three (3) people for five (5) days each.

ARTICLE 4 POLICE AND FIRE COMMISSION

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

ARTICLE 5 MANAGEMENT RIGHTS

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

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

Inherent managerial functions, prerogatives and policy-making rights which the Employer has not expressly restricted by a specific provision of this Agreement, are not subject to the grievance procedure contained herein. Instead, the exercise of any management right listed above are subject to the Illinois Public Labor Relations Act and shall not conflict with any of the express written provisions of this Agreement.

All matters not specified in this Agreement shall be subject to the provisions of the City of Naperville Employee Policy Manual, which may be amended from time to time, and the rules, regulations, and general orders of the Police Department.

ARTICLE 6 NO STRIKE

Section 6.1 No Strike

Neither the Union nor any sergeant, agent or employee will instigate, promote, sponsor, engage in, or condone any of the following: strikes; sympathy strikes; slowdowns; sit-downs; concerted stoppages of work; concerted refusals to perform overtime; abnormal and unapproved enforcements of procedures or policies; work-to-rule or non-compliance of work rules, policies or

procedures; mass absenteeism; picketing for or against the City of Naperville; and any other intentional interruption or disruptions of the operations of the City, regardless of the reason. Sergeants who violate any provisions of this article may be discharged or otherwise disciplined by the City.

Sergeants who hold the position of steward of the Union occupy a position of special trust and are responsible for promoting 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 6.2 No Lockout

The City will not lock out any sergeants during the term of this Agreement because of a labor dispute.

Section 6.3 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.1 above is whether the sergeant actually engaged in such prohibited conduct. The failure to confer a penalty in a disciplinary matter concerning the violation of this Article is not a waiver of such rights in any other instance nor is it a precedent. The Parties maintain all rights set forth in the Illinois Public Labor Relations Act.

Section 6.4 Judicial Restraint

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

ARTICLE 7 DUES DEDUCTION

Section 7.1 Dues Deduction

Upon receipt of a written and signed authorization form from a sergeant, the City shall deduct the amount of Union dues and initiation fees, if any, set forth in a form provided by the union and any authorization increase therein, and shall remit such deduction along with a list of the names and the amounts from whom deductions have been made each pay period to the FOPLC at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the City of any increase in dues, at least thirty (30) days prior to its effective date on an annual basis. A copy of the Dues Deduction form is attached as Appendix A.

Section 7.2 Indemnification

The Union shall indemnify, defend, and hold the City 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 as a result of any act taken or not taken by the City in complying with or carrying out the provisions for this Article, except where the City prosecutes or initiates such action.

ARTICLE 8 SERGEANT SECURITY

Section 8.1 Personnel Files

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

Section 8.2 Rights to Copies, Rebuttals, and Expungements

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

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

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

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

ARTICLE 9 ALCOHOL AND DRUG TESTING

Section 9.1 Statement of Policy

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

Section 9.2 Prohibitions

Sergeants shall be prohibited from:

- A. Consuming or possessing alcohol, cannabis, or any other illegal drugs unless in accordance with duty requirements at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the sergeant's personal vehicle while engaged in City business;
- B. Selling, purchasing, or delivering cannabis, or any other illegal drug at any time or on the employer's premises unless in accordance with duty requirements;
- C. Being under the influence or effects of alcohol, cannabis, legal prescription narcotics that are not prescribed to the sergeant or any illegal drug at the time they report for duty or during the workday;
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs that they are taking.
- E. The lawful possession or consumption of cannabis or cannabis-infused products by a member of the sergeant's household shall not constitute a violation of the foregoing prohibitions.

Section 9.3 Drug and Alcohol Testing Permitted

When the City has reasonable suspicion to believe that a sergeant is then under the influence of alcohol or illegal drugs during the workday, the City has the right to require the sergeant to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisor who is not a member of a bargaining unit must certify the reasonable suspicions concerning the affected sergeant prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of sergeants, except random testing of individual sergeants as authorized in Sections 9.7 and 9.8. The City may also require a sergeant to randomly submit to alcohol or drug testing where the sergeant is voluntarily assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such sergeant's duties are primarily related to drug

enforcement. The foregoing shall not limit the right of the City to conduct tests it deems appropriate for people seeking employment as police sergeants prior to their date of promotion.

The City shall follow the requirements of 50 ILCS 727/1-25 in situations where a sergeant discharges his/her firearm causing injury or death to a person or persons during the performance of the sergeant's official duties or in the line of duty.

Section 9.4 Order to Submit to Testing

At the time a sergeant is ordered to submit to testing authorized by this Agreement, the City shall provide the sergeant with a written notice of the order, setting forth the facts (and reasonable inference drawn from those facts) that have formed the basis of the order to test. The sergeant shall be permitted to consult with a representative of the Union within a reasonable time after the order is given if it does not interfere with the timely execution of the order. No sergeant shall be interrogated without being afforded their rights under the Uniform Peace Sergeants' Disciplinary Act (50 ILCS 725/1-7 *et.seq.*). Refusal to submit to such testing may subject the Sergeant to discipline. The sergeant's taking of the test shall not be construed as a waiver of any objection or rights that they may have.

Section 9.5 Conditions Under Which Testing Is Performed

In conducting the testing authorized by this Agreement, the following conditions also apply:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act (210 ILCS 25) that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA). This includes, but is not limited to Copley Medical Center, Edward Hospital, Central DuPage Hospital, or Good Samaritan Hospital;
- B. Ensure the laboratory or facility selected conforms to all NIDA standards;
- C. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. No sergeant covered by this Agreement, other than sergeants assigned to the Office of Professional Standards (OPS), 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 a sergeant to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the sergeant;
- E. Confirm any sample that tests positive in the initial screening of a prohibited substance 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 sergeant who was tested 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 sergeant's choosing and at the sergeant's expense provided they notify the City's Human Resources Director within forty-eight (48) hours of receiving the results of their independent test(s);

- G. Require the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a prohibited substance. The parties agree that should any information concerning such testing, or the results thereof be obtained by the City in a manner 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 matter or forum adverse to the sergeant's interests;
- H. Provide each sergeant who was tested with a copy of all information and reports received by the City in connection with the testing and the results;
- I. Ensure that no sergeant is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result;
- J. Any sergeant ordered to submit to a drug test will not be allowed to drive. They will be accompanied to a collection site by their supervisor and will not be allowed to return to work until the test results are known. Said sergeant shall remain on paid status until such results are received;
- K. The City reserves the right to test for alcohol if a sergeant tests positive for any illegal drugs or prescription drugs in excess of the prescribed dosage;
- L. For the purpose of determining whether the sergeant is under the influence of alcohol, test results showing an alcohol concentration equal to or exceeding .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the City from attempting to show that test results below .02 demonstrate that the sergeant's ability to perform his/her duties was impaired, but the City shall bear the burden of proof in such cases); and
- M. Provide each sergeant who was tested with a copy of all information and reports received by the City in connection with the testing and the results.

Section 9.6 Right to Contest

The Union and/or the sergeant shall have the right to file a grievance concerning any testing permitted by this Article contesting the basis for the order to submit to the tests, the administration of the tests, the significance and accuracy of the tests, or results or any other alleged violation of this Article subject to the exclusion of items of the Board of Fire and Police Commissioners of the City. Such grievances shall be elevated immediately to Step 3 of the parties' grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or

otherwise impaired any legal rights that sergeants may have regarding such testing. Sergeants retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9.7 Voluntary Requests for Assistance

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

Section 9.8 Discipline

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

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

- A. The sergeant agreeing to and complying with appropriate treatment as determined by the physician(s) involved;
- B. The sergeant discontinues their abuse of prescription and/ or commercial over-the counter drugs or abuse of alcohol;
- C. The sergeant completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months and provides documentation of successful completion; and

- D. The sergeant agrees to submit to random testing during hours of work within the twelve-month period after a positive confirmatory test.

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

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

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 Definitions

A "business day" is defined as a calendar day other than Saturdays, Sundays or Holidays.

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

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

Section 10.2 Disciplinary Appeals

Formal discipline shall be subject to appeal through the grievance procedure or the BOFPC, at the election of the employee. An employee shall have seven (7) business days from the issuance of such discipline to elect, in writing, whether they wish to proceed to the BOFPC or through the grievance procedure. Once the written election has been submitted it is irrevocable. If an employee chooses to proceed to arbitration, it is understood that the discipline may, at the discretion of the

police Chief, be imposed per Article 11, Section 11.2 herein. Any appeal of discipline to the jurisdiction of the BOFPC shall not be considered a grievance under this Section.

Section 10.3 Grievance Procedure

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

Step 1:

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

Step 2:

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

Section 10.4 Arbitration

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

- A. The City 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 Services (FMCS) submit a panel of seven (7) arbitrators, pursuant to their labor arbitration rules. The parties agree that they can each reject an entire panel and request that a new panel be submitted before the striking process begins. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one arbitrator is selected. If the arbitrator selected is unavailable for hearing for more than six (6) months a new arbitrator will be selected from the current panel or a new panel requested only by mutual agreement.
- B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and date for the hearing, subject to the availability of Union and City representatives.
- C. The City and Union have the right to request the arbitrator order the opposite party supply documents and a list of their witnesses and order the presence of said witnesses at the arbitration. The City and the Union retain the right to employ legal counsel at their own cost.
- D. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 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 that each party shall be responsible for compensating its own representative and witnesses.
- G. If after 90 days from the submission of closing briefs the Arbitrator has not rendered a decision, the City and the Union shall jointly request a status report and then continue to jointly request a status report every 30 days until a decision is rendered.

Section 10.5 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as

to whether there has been violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievant as submitted in writing at Step 1. The arbitrator shall have no authority to decide any issue not 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 10.4 shall be final and binding upon the City, the Union and the sergeants covered by this Agreement.

Section 10.6 Time Limit for Filing

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

Section 10.7 Grievance Processing

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

ARTICLE 11 DISCIPLINE AND BILL OF RIGHTS

Section 11.1. Police and Fire Commission Authority

The parties recognize that the BOFPC has certain statutory authority over employees covered by this Agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10, *et seq.* This Agreement, however, supplements the authority of the BOFPC by providing an alternative process for the appeal over disputes concerning disciplinary actions. In accordance with Article 10, Section 10.2 of this Agreement, non-probationary sergeants have the right to choose between having a dispute as to their disciplinary action resolved through the grievance arbitration procedure of this Agreement or by hearing conducted by the BOFPC.

An employee must elect in writing, within seven (7) business days of receiving written notice of discipline, between having a dispute regarding a disciplinary action resolved through the grievance/arbitration procedure or by hearing conducted by the BOFPC.

When the Union files a notice with the City referring the grievance to arbitration as described in 6.3, it shall constitute as notice of the employee's election to appeal the disciplinary dispute through the grievance arbitration procedure and to waive any hearing before the BOFPC. Conversely, the failure to file such notice shall constitute a waiver of the grievance appeal and an election by the employee to have the dispute heard by the BOFPC. If the sergeant elects arbitration as provided in Section 10.3, or elects to proceed before the BOFPC, the discipline may be imposed immediately and will be subject to review by the arbitrator or BOFPC.

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

The parties agree that oral reprimands and written reprimands are not subject to appeal to either arbitration or to the BOFPC, but rather, will be subject to final determination by the City Manager, as provided in Section 10.2, Step 2 of the grievance procedure contained herein.

Section 11.2. Disciplinary Action and Notification

Disciplinary action (i.e. oral or written reprimand, suspension, demotion, or discharge) may be imposed upon sergeants only for just cause. Should a member be the subject of a disciplinary suspension, said suspension shall not be served until the employee has completed the Step 2 grievance meeting with the Police Chief or his/her designee. Employees who are the subject of a disciplinary investigation shall be notified in writing of the alleged violations, including specific rules or policy allegedly violated, at the beginning of the investigation.

Section 11.3. Pre-Disciplinary Meeting

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

Section 11.4. Notification and Measure of Disciplinary Action

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

Section 11.5 Sergeants' Conduct

The parties agree that sergeants and their chain of command shall treat each other with respect and courtesy.

Section 11.6 Bill of Rights

Nothing in this Agreement shall be construed to preclude the applicability of "Uniform Peace Officer Disciplinary Act", as set forth in Illinois Compiled Statutes, 50 ILCS 725/1 *et. seq.* Nothing herein shall be construed as a waiver of sergeants' right under the Illinois Public Labor Relations Act (5 ILCS 315) to union representation in disciplinary questioning.

Section 11.7 Complaints Against Members

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

11.8 Mobile Video System

The City agrees to abide by General Order 41.12.5 and reserves the right to amend or modify said General Order at its discretion. This does not preclude the union from grieving any disciplinary decisions made under this General Order.

ARTICLE 12 NO SOLICITATION

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

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

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

This Article does not apply to the solicitation of the Fraternal Order of Police or any of its agents who are not bargaining unit employees.

ARTICLE 13 BULLETIN BOARDS

The employer shall provide the Union with a bulletin board in a designated location that 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 14 LAYOFF

Section 14.1 Layoff

The City, in its discretion, shall determine whether layoffs are necessary. If the City determines that layoffs are necessary, sergeants covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18. Except in an emergency, no layoff will occur without at least fifteen (15) calendar days notification to the Union, to afford the Union the opportunity to provide advisory input through a labor management meeting, provided this process will not be used to delay the layoffs.

Section 14.2 Reduction in Workforce

In the event the City determines to reduce the number of sergeants, any sergeant affected by the reduction will be employed at the next lower rank.

Section 14.3 Recall

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

Sergeants who are eligible for a recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the sergeant by email and certified or registered mail with a copy to the Union, provided that the sergeant must notify the Police Chief or his/her designee of their intention to return to the sergeant position within seven (7) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the sergeant. It is

the obligation and responsibility of the sergeant to provide the Police Chief or his/her designee with their latest mailing address. If a sergeant fails to timely respond to a recall notice, his/her 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 15 LABOR-MANAGEMENT CONFERENCES

Section 15.1 Labor Management Conferences

The Union and the City mutually agree that in the interest of efficient management and harmonious sergeant relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the City. 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:

- A. Discussion on the implementation and general administration of this Agreement;
- B. A sharing of general information of interest to the parties;
- C. Notifying the Union of changes in conditions of employment contemplated by the City which may affect sergeants; and
- D. Safety issues.

Section 15.2 Scope of Labor Management Conferences

It is expressly understood and agreed that such meetings do not include meetings involving the grievance procedure. Grievances processed under the grievance procedure will not be discussed or decided at "labor-management conferences," nor shall negotiations for the purpose of altering any of the terms of this Agreement be carried out at such meetings.

Section 15.3 Attendance at Labor Management Conferences

Attendance at "labor-management conferences" shall be voluntary on the sergeant's part, and attendance by sergeants while on duty shall be considered time worked for compensation purposes. Employees attending labor management conferences when not scheduled to work shall be compensated with time off hour for hour (not comp time) at a later date as determined by their shift commander.

ARTICLE 16 SENIORITY

Section 16.1 Definition of Seniority

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

Section 16.2 Vacation Scheduling

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

Section 16.3 Seniority List

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

Section 16.4 Termination of Seniority

A sergeant's seniority shall be terminated when he/she does any of the following:

- A. Resigns;
- B. Is discharged or demoted in accordance with this Agreement;
- C. Is reduced in rank pursuant to the provisions of the applicable agreement for a period exceeding thirty-six (36) months;
- D. Accepts gainful employment while on an approved leave of absence from the police department unless he/she has received prior consent from the City Manager to keep his/her seniority; or
- E. Is absent for three (3) consecutive scheduled workdays without proper notification or authorization, and without showing just cause for the failure to report.

Section 16.5 Non-Accrual of Seniority on Unpaid Leaves

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

ARTICLE 17 MEDICAL, DENTAL AND LIFE INSURANCE

Section 17.1 Employee Premium Contributions and Benefit Levels

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

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

The City will allow its sergeants to choose either its PPO, HDHP/HSA PPO or HMO medical program. These plans shall be as set forth in Appendix C of this Agreement.

Employees participating in the medical insurance and/or dental insurance programs shall pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the City, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted each year of the contract on January 1. The City shall provide the Union written documentation of the premium calculation for each plan and plan option for each year of this agreement. The employee premium contribution for 2026 for each plan and plan option is appended hereto as Appendix D. Increases in the employee premium contribution in subsequent years 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.

Section 17.2 Life Insurance

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

Section 17.3 Flexible Spending Accounts

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

ARTICLE 18 HOURS OF WORK AND OVERTIME

Section 18.1 Application of Article

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

Section 18.2 Normal Work Periods and Overtime Pay

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

of one-and-one half (1-1/2) times their regular rate of pay. Sergeants assigned to patrol shall have any hours exceeding twelve (12) in a day or eighty (80) in a fourteen (14) day work cycle paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay. Sergeants may be assigned to a ten (10) hour shift and shall have any hours exceeding ten (10) in a day or forty (40) in a week paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay. Overtime pay will be in fifteen (15) minute increments.

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

Section 18.3 Callback

Callback is defined as an assignment of work that does not immediately precede or follow a Sergeant's regularly scheduled workday. Sergeants called back for a work assignment shall be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater, at one-and-one-half (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 sergeant will be paid for the actual time of the conversation in fifteen (15) minute increments.

Section 18.4 Court Time

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

Section 18.5 Court Readiness Pay

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

Section 18.6 Stand-by

Any sergeant assigned to be on stand-by on weekends, beginning at the end of the regularly scheduled workday on Friday until the beginning of the regularly scheduled workday on Monday or any two consecutive days off, shall receive eight (8) hours of overtime hourly rate.

Section 18.7 Required Overtime

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

Permanent shifts are selected by seniority prior to the beginning of the next calendar year. Sergeants who are assigned to permanent zones may be assigned to special overtime for assignments specific to their zones - *i.e.*, homeowner association meetings or zone-specific problem-solving issues - without regard to seniority unless it involves two sergeants from the same zone or the sergeant created the special overtime assignment through his/her own efforts.

Any other patrol sergeant overtime assignment that is known more than five (5) days in advance shall be posted to all sergeants of the patrol division. The Watch Commander or his/her designee will have the flexibility to fill a twelve (12) hour overtime assignment with one sergeant or apportion that overtime to two sergeants in two six-hour assignments. If no one in patrol takes the overtime, it will be open to all non-patrol sergeants.

The assignments will be based on seniority and will be posted in accordance with the special event and billable overtime assignment process set forth in Section 18.11. Any patrol sergeant overtime assignment that is known for five (5) days or less in advance will be filled by the Watch Commander or his/her designee who may use sergeants from the affected watch prior to utilizing other patrol division sergeants. These assignments will not be posted.

Sergeants will be entitled to two (2) hours of overtime pay for any overtime assignment cancelled with less than forty-eight (48) hours' notice prior to the start of such assignment.

Sergeants assigned to specialty positions outside of the patrol division will not have their positions changed to meet the manpower requirements of the patrol watch except in cases of immediate emergency or an absence of a patrol sergeant in excess of ten shift days.

Section 18.8 No Pyramiding

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

Section 18.9 Changes in Normal Workweek and Workday

The shifts, workdays and hours to which sergeants are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules that depart from the normal workday or work week, the City will give at least forty-eight (48) hours' notice to the individuals affected by such change except under emergency circumstances or where agreed to by the parties. Sergeants will not unreasonably withhold their consent to work such shifts. This section does not apply for sergeants who are assigned to be on stand-by pursuant to Section 18.6.

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

When placing sergeants in light duty assignments after a critical incident, the City shall consider potential post-traumatic stress and other responses to trauma.

Section 18.10 Switching Shifts

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

Section 18.11 Special Event Overtime

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

1. Is distributed to all police personnel by e-mail;
2. Is posted in on the bulletin board outside of the traffic unit or on a third-party electronic application (if agreed to by both parties), that will be included as an application on sergeants' mobile devices; and
3. Describes the event including;
 - a. date/time to be worked,
 - b. location
 - c. who will be responsible for the scene,
 - d. mode of dress required,

- e. any special qualification needed,
- f. general responsibilities/duties,
- g. name of organization and person running the event,
- h. number of sergeants needed,
- i. date of posting, and
- j. deadline for response

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

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

- 1. the sergeant(s) assigned;
- 2. all commanders; and
- 3. the bulletin board outside of the traffic unit or on a third-party application that is on the sergeants' mobile devices.

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

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

Section 18.12 Compensatory Time Off

The City agrees to grant compensatory time off in lieu of overtime payment at the sergeant's request. Compensatory time off may be accumulated to a maximum of one hundred and twenty (120) hours, provided that the sergeant's compensatory time bank will be reduced to a maximum of eighty (80) hours as of the last payroll date in December of each year and the maximum carryover shall be 80 hours. Compensatory time off will be granted at the sergeant's request with such request subject to the approval of the sergeant's immediate supervisor and with the consideration of other like requests and staffing, except that one (1) compensatory day per calendar year may be requested by each covered sergeant with at least fourteen (14) days' written

advanced notice, said request shall not be denied. When compensatory time off is granted, the sergeant shall not be required to remain on stand-by status.

Section 18.13 Assignment to Special Units

Any sergeant assigned to a special multi-agency unit outside the Naperville Police Department, including state, county and federal units that the police department is supporting, by acceptance of such assignment, shall be bound by that unit's standard operating procedures and policies concerning shift assignments, call-back pay, alteration of shift hours, overtime scheduling, overtime pay, and compensatory time off. Sergeants will not be involuntarily assigned to such units.

Section 18.14 Staffing Levels

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

Section 18.15 Sick Leave Procedures

Sergeants who call in sick shall utilize the following procedures:

- A. If the call-in is received twelve (12) hours prior to the start of shift but less than twenty four (24) hours prior to the start of shift, the opposite company same shift sergeants will be called (even if they are off on vacation) to fill the vacancy. If no one on the opposite company's same shift will fill the vacancy, then sergeants assigned to the shift working opposite those coming in the following morning will be called. If none of these sergeants call to fill the vacancy the member of the Union who is assigned as the traffic sergeant would be called to fill the vacancy. If no one takes the vacancy after the calling is completed, then reverse seniority of the aforementioned groups will be utilized and the most junior sergeant will be required to fill the vacancy, excluding anyone on scheduled vacation, personal or compensatory time.
- B. If the call-in is less than twelve (12) hours prior to the start of shift, the available personnel on duty will be requested by seniority to hold over for four (4) hours, and then procedure one above will be followed. If this sick call results in the potential cancellation of duty reduction time (DRT) on the shift, the sergeant whose DRT is being cancelled will be asked if he/she would like to work DRT as overtime. If the sergeant does not want to work the overtime, then procedure one above will be utilized. If no one off-duty accepts the four (4) hours of DRT overtime, then the sergeant's DRT will be cancelled, and he/she will be required to stay.
- C. If the sick call vacancy is known greater than twenty-four (24) hours but less than five (5) days in advance then an e-mail to the sergeant's Naperville e-mail address, a text to their

preferred phone, and a message to the on-duty sergeant cars will be sent out asking for a sergeant to fill the opening. A minimum of four (4) hours for sergeants to respond is required. This selection will be made strictly by seniority of those who respond.

1. Vacancies known greater than five (5) days in advance will follow normal posting procedures.
2. Call-in lists by seniority, company, shift, and specialty position will be maintained by the watch commander's administrative assistant.
3. No sergeant will be required to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period without receiving eight (8) hours of rest except in case of an emergency, which must be documented by the on-duty watch commander.

ARTICLE 19 HOLIDAYS

Section 19.1 Holidays

Employees will receive compensation for the following holidays each calendar year (at one-and one-half (1 ½) times the employee's regular hourly rate for eight (8) hours):

New Year's Day

Memorial Day (last Monday in May)

Independence Day

Labor Day (first Monday in September)

Three (3) Floating Holidays – cannot be used as time off. Must be cashed in by the end of each year.

For the last five holidays of the year, compensation is received in the form of 40 hours of vacation time and 20 hours of "holiday sellback" as described in Section 19.2 Payment in Lieu of Holidays:

Veteran's Day

Thanksgiving Day (fourth Thursday in November)

Day After Thanksgiving (fourth Friday in November)

Christmas Eve

Christmas Day

Section 19.2 Payment in Lieu of Holidays

When a holiday falls on a normal day off for employees, they will receive the same benefits as if the holiday fell on the day of work.

For the last five holidays of the year (Veteran's Day, Thanksgiving, the Day After Thanksgiving, Christmas Eve and Christmas Day), employees receive 60 hours of pay in lieu of holidays (40 hours as vacation hours plus 20 hours as Holiday Sellback, paid in cash in the second payroll of January each year).

Employees 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 the absence is authorized for a scheduled vacation, verified illness or other authorized leave.

Because accounting practices do not allow for a separate record for payment in lieu of holidays, shift sergeants receiving payment in lieu of holidays will accrue vacation at a higher rate. However, should a sergeant terminate employment prior to qualifying for a holiday, their final vacation payout will be reduced on a prorated basis.

ARTICLE 20 LEAVE

Section 20.1 Personal Leave

All sergeants shall be granted sixteen (16) hours of leave for personal business during each year of this contract without loss of pay or deduction of sick leave. Personal business is defined as follows: any business that cannot be conducted at a time outside of the sergeant's regular workday; an emergency over which he/she has no control, which requires immediate attention; and/or the observance of a religious obligation. Notice of such leave shall be given as far in advance as is possible and may be taken as a portion of a day, but no less than two (2) hours. A personal business day may not be used while a sergeant is on sick leave and may not be used during the week immediately before or after a sergeant's scheduled vacation, nor in conjunction with a holiday except in unusual or emergency circumstances but may be taken at the expiration of sick leave. A personal business day, or any portion thereof, that is unused at the end of each annual anniversary of this Agreement shall be dropped from the sergeant's record.

Section 20.2 Funeral Leave

When there is a death in the immediate family of a sergeant, the sergeant shall be granted up to three (3) days off, regardless of whether the employee is scheduled for an eight (8), ten (10), or twelve (12) hour shifts, without loss of pay and without charge to accrued leave between the date of death and the date of the funeral. Any additional time needed for funeral leave purposes shall be at the discretion of the Department Director and shall be chargeable to accrued leave.

The term "immediate family" is defined as spouse, mother, father, brother, sister, daughter, son, mother-in law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, grandparents of a spouse, or other persons who have been members of the sergeant's household at the time of death (this list includes relationships of "step", "half" and "great"). While funeral leave cannot be granted for the death/funeral of non-immediate family members, vacation or other appropriate forms of leave will not unreasonably be denied for sergeants to attend the funeral of non-immediate family member.

Section 20.3 Military Leave

The City agrees that it will provide benefits to active and retired military (including reserves) that are no less than the rights afforded under state and federal law. The City will comply with state and federal law regarding the rights of employees who are military members.

- A. **Inactive Reservists.** Sergeants who are members of a military reserve unit of the United States or State of Illinois may request up to fifteen (15) working days annually to attend special training without loss of pay, seniority, salary increases or other benefits. A sergeant anticipating military leave must notify their immediate supervisor and must furnish Human Resources and/or Payroll with a copy of official orders as soon as available. Attendance at this training will in no way affect the sergeant's conditions of employment. Sergeants returning from military duty will receive their salaries adjusted by the amount of the military stipend after submission of their leave earnings statement to Payroll for processing.
- B. **Active Reservists.** Sergeants who are members of a military reserve unit and called to active duty will be granted a military leave of absence for the period of time called to duty or any extension of active duty at the request of the federal government. During the term of leave, the sergeant will be paid any difference between the City of Naperville salary and military pay for the duration of their active-duty obligation. In addition, all medical benefits will be continued for the dependents of reservists called to active duty, also for the duration of their active duty obligation. Upon return from military leave, the sergeant will not suffer any loss of seniority, status, salary increases and covered benefits. The City of Naperville intends to comply with the prevailing state and federal laws regarding military commitments by sergeants.

Section 20.4 Jury Duty Leave

Sergeants called upon for jury duty should notify their Department Director as soon as possible. Time off with pay shall be granted to individuals serving on jury duty when adequate documentation is provided. Straight time pay for eight (8) hour, ten (10) or twelve (12) hours, for patrol sergeants, per day will be paid for the period served, if the sergeant provides documentation of actual days served. The sergeant should submit proof of service to his/her immediate supervisor at the end of the pay period to receive a regular paycheck. A sergeant's time served on jury duty shall not be charged against sick time or vacation time and shall be considered time worked. sergeants may keep any payment for jury duty served.

Section 20.5 Family and Medical Leave Act

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

ARTICLE 21 SICK LEAVE AND VACATION LEAVE

Section 21.1 Sick Leave Accumulation

Sick leave shall be earned for each pay period worked, effective upon promotion, at a rate of 4.615 hours per pay period for a total of 120 hours per year. Any sergeant who terminates employment and has utilized unearned sick leave days shall be required to repay the City for such days upon their termination. Sick leave with pay may be accumulated without limitation.

Section 21.2 Sick Leave Payout Upon Retirement

Accumulated sick leave up to 960 hours total for employees with up to twenty (20) years of service, and an additional thirty (30) hours for each year of service from twenty-one (21) years through thirty (30) years of service to a maximum of one thousand two hundred and sixty (1260) hours as of the final day of actual work shall, upon formal retirement from the City's service, shall be deposited into the employee's VEBA or post-retirement health plan.

Sergeants must be at least fifty (50) years of age as of the last day of actual work and be fully vested with eight (8) years of service credible to the police pension fund.

The Sergeants shall convert up to 960 hours of earned but unused sick leave as set forth above into the above cash bonus. Payment is made at the wage rate in effect on the last workday.

Section 21.3 Sick Leave Usage

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

- A. Incapacitation due to illness, injury or disability;
- B. Personal medical or dental appointments, which cannot be scheduled during non-working hours, including therapeutic appointments;
- C. Absence required by illness or disability of the sergeant's spouse, children, parents, parents-in-law, sisters and brothers; other persons living in the sergeant's household are also included. A sergeant may request additional time for extenuating circumstances from their division commander. Sergeants may be requested to bring in a physician's statement;
- D. Fathers may use forty (40) hours for the birth of their child or children without requiring medical verification; and/or
- E. Adoptive mothers and adoptive fathers may use forty (40) hours for the placement of his/her child or children without requiring medical verification.

Section 21.4 Limitation On Use of Sick Leave

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

The City agrees to allow sergeants to reschedule previously scheduled vacation time if the sergeant is off work due to a serious illness or injury when the scheduled vacation time is to be taken. In addition, a sergeant who suffers an illness or injury while taking vacation time will be allowed to reschedule the remainder of the vacation time if the sergeant is admitted to the hospital for the injury or illness.

Section 21.5 Accruals While On Leave of Absence Without Pay

Vacation and sick leave will not be accrued during any type of leave of absence without pay.

Section 21.6 Notice of Use of Sick Leave

The Chief of Police will establish procedures for sergeants to notify supervisors of absence and intent to use sick leave or unscheduled PTO. A supervisor may also require a statement from a physician confirming illness when an employee has more than five (5) instances of absence for sick leave in one (1) calendar year. Sergeants are responsible for obtaining a physician's statement when required. The City reserves the right to require a sergeant to be examined by a City appointed physician at the City's expense.

Section 21.7 Voluntary Sick Leave Bank

A Voluntary Sick Leave Bank used by employees who are unable to work due to a qualified non-work-related injury or medical condition and have exhausted all sources of paid time off. To qualify for the benefit, the following must occur:

- A. The employee must be a current employee in the bargaining unit and be diagnosed with a qualifying non-work-related injury or medical condition per the guidelines in this provision.
- B. The employee must make application to the Chief of Police to request the benefit. The application must include the employee's medical diagnosis and a letter from the treating physician stating that the employee is unable to return to work. The Chief will request input from the union president on his/her opinion and the basis for same regarding whether the employee's medical condition or physical injury qualifies for the benefit. The Chief's decision on whether the medical condition or physical injury qualifies the employee for the benefit can be grieved by the union/employee up through Step Three in Article 10.2 of the CBA. The decision is not eligible for arbitration under Section 10.3 of the CBA.

General guidelines as to the type of medical conditions or physical injury that will qualify and not qualify for the benefit are set forth below. These are guidelines only and not intended to be all

inclusive. Each case will be evaluated on its own facts consistent with the intent of the guidelines and the parties agree that they will give due consideration to all factors including the amount of time the employee is expected to be off work.

- A. Qualified:** Any type of debilitating disease such as cancer; heart disease; disease of the nervous system; or diseases related to major body organs; any type of cataclysmic physical injury where the officer's ability to return to work is not certain.
- B. Not Qualified:** Degenerative conditions of the back, knee, shoulder or other joints; broken bones; and/or other temporary conditions that are expected to heal and allow the officer to return to work.

The following rules apply all “qualified” employees::

- A.** Employees can receive sick leave bank hours only when all other accruals, including compensatory time, have been exhausted.
- B.** Employees can receive up to a maximum of 320 hours total through this program.
- C.** Employees can only use the full allotment of 320 hours of time from the sick leave bank once per qualified illness/physical injury. An employee who recovers from their medical condition and returns to work for a full year may apply for the benefit again if he/she experiences a relapse of the same condition. The Chief of Police shall have sole discretion in deciding whether the employee should receive the benefit in such cases.
- D.** Employees must be employed for a minimum of one (1) year.
- E.** Employees must apply for FMLA benefits.
- F.** Employees do not need to repay the donated/used sick leave bank hours.
- G.** Hours received must be used as paid time off and cannot be contributed into VEBA at retirement or otherwise be paid out at termination or otherwise. Hours may not be used for intermittent leave. However, if an employee is cleared to return to work before using the full allotment of 320 hours and has a relapse that requires time off from work, they will be allowed to receive the remainder of the 320 hours after exhausting any accrued vacation, sick and compensatory time.

To donate hours, the following rules apply:

- A.** Employees can only donate sick hours in a one-time annual donation to be made in January.
- B.** Donated hours must go into a “Generic Bank” to be used first come, first serve (i.e. cannot set up donations for a specific person, per IRS rules).

- C. Once donated, hours roll over each year until used.
- D. Once sick hours have been donated to the bank, they cannot be restored to the donating employee.
- E. An officer who decides to retire can donate time to the sick leave bank on their last day of employment.

The parties agree that they will meet during the term of this agreement to assess the operation of the voluntary sick leave bank and discuss any issues that arise. Nothing herein shall require either party to agree to a modification of this Article 20.8 absent mutual consent and any refusal to agree to modification during the term of the Agreement shall not be subject to the parties' grievance/arbitration process. Members can contribute any sick leave accrued beyond the 960-hour maximum, for any members suffering from catastrophic injuries or illnesses and need additional sick leave.

Section 21.8 Vacation Accrual

Vacations with pay shall be granted to all sergeants in accordance with the following schedule:

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

Maximum total vacation time that can be earned is 240 hours. Should a sergeant terminate employment prior to qualifying for a holiday, their final vacation payout will be reduced on a prorated basis. Sergeants must complete six (6) months of employment before any vacation time can be used.

Section 21.9 Vacation Carryover and Scheduling

Vacation time earned must be taken during the following year unless permission is granted by the Chief of Police to accumulate annual vacation in excess of the regular allowance in any one year. Sergeants may take their annual vacation all at one time or divide their total time into separate terms. Sergeants will be allowed to take their annual accrual of vacation through December 31st of that year on the first round by seniority. During the second round, the sergeant can take any carryover from their remaining accrued vacation time. Sergeants' vacation picks (for the first round of vacation picks) will be selected in the following lots:

- Monday and Tuesday
- Wednesday and Thursday
- Friday, Saturday and Sunday.

The vacation and shift selection call-in team must include at least one (1) Union Executive Board member. Sergeants may cash out up to sixty (60) hours of vacation time per year. If a sergeant is on an extended work-related leave, he/she may be allowed to cash out more than 60 hours.

Any selected vacation picks not used by the original selecting sergeant due to promotion, retirement or reassignment/transfer will be opened for bid by the remaining sergeants according to seniority within the affected shift.

Section 21.10 Vacation Schedule

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

Section 21.11 Payout of Vacation Benefits Upon Termination

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

Section 21.12 Illinois Police Officer Disability Act

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

ARTICLE 22 UNIFORMS AND EQUIPMENT

Section 22.1 Uniforms and Equipment

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

- 5 long sleeve uniform shirts with sergeant stripes affixed
- 5 short sleeve uniform shirts with "outer vest covers"
- Winter stocking caps
- 2 turtleneck shirts
- 1 Dress blouse

- 2 white shirts
- 1 sergeant tie bar
- 1 sergeant 5-star winter hat
- 1 sergeant 5-star summer hat
- 4 brass colored belt keepers
- Brass colored belt accessories
- Sergeant stripes and brass buttons added to all jackets
- 4 pants
- Raincoats
- Bullet proof vests
- Dual Season Jacket

The City will pay for the minimum cost of an external bullet proof vest carrier, and the employee will pay for any additional alterations/specializations.

Section 22.2 Uniform Replacements and Uniform Maintenance Allowance

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

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

Sergeants	Investigation Sergeants
\$875	\$1025

ARTICLE 23 SUBCONTRACTING

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

ARTICLE 24 DEFENSE AND INDEMNIFICATION

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

ARTICLE 25 - WAGES

Section 25.1 Wages

Upon promotion to the rank of sergeant, sergeants will be placed at Step 1 of the wage schedule. Sergeants will then move to Step 2 of the wage schedule on the following January 1st. Subsequent

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

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

NAPERVILLE SERGEANTS WAGE SCHEDULE

	CURRENT	1/1/2025	1/1/2026	1/1/2027
		8%	7%	3.5%
STEP 1	\$123,972.01	\$133,889.78	\$143,262.07	\$148,276.24
STEP 2	\$130,842.21	\$141,309.59	\$151,201.26	\$156,493.30
STEP 3	\$136,075.48	\$146,961.52	\$157,248.82	\$162,752.53
STEP 4	\$140,838.65	\$152,105.74	\$162,753.14	\$168,449.50

All wage increases are fully retroactive for all hours worked or paid as worked for all employees who were employed during the term of the Agreement.

Section 25.2 Experience Pay

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

10-14 years	\$2000
15-19 years	\$3250
20+ years	\$3750

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

Section 25.3 VEBA

The City agrees to cooperate with the Union's implementation of a VEBA plan for post-retirement health care benefits. The Union shall choose its own plan provider. The City shall contribute to the FOPLC VEBA in the following manner: for each year of this agreement, the City will contribute \$750 times the number of FOPLC sergeants who are eligible to participate in the VEBA as of January 1st of each year respectively. Employees must be employed for one full year before becoming eligible to participate in the VEBA. Contributions by the City shall be paid to the trustee of the plan on or before January 31st. Further, the City agrees to allow each eligible FOPLC

sergeant to deduct up to forty (40) hours annually from his/her: sick time, vacation time, or compensatory time for the term of this Agreement. Such contribution of hours by the sergeant is mandatory. The selection must be made by December 31st prior to the second payroll date in January.

The contribution of hours for sick time shall be limited to nine hundred sixty (960) hours maximum for employees up through 20 years of service. This maximum number of sick time hours shall increase by thirty (30) hours for each year of service from twenty-one (21) years through thirty (30) years of service to a maximum of one thousand two hundred sixty (1260) hours over the officer's employment with the City, except that the employee may contribute up to hour (4) hours of sick time annually to his/her VEBA which will not be deducted from the 960-hour limit.

The employee's contributions shall be paid to the trustee on or before the second payroll date in January of each calendar year. The FOPLC VEBA plan shall be administered solely by the trustee of the plan and FOPLC has the right to choose and/or change the plan provider at its discretion. This is a defined contribution plan. The City shall have no responsibility, liability, or obligation regarding the plan or the choice of the plan provider other than to make the payments and deductions set forth above.

If a current or former employee who has a funded VEBA dies and has no spousal beneficiary or other dependent, the total monies held within that employee's VEBA will revert to the City. If the trustee of the VEBA provides the City with a pre-designated beneficiary form executed by the employee and the tax identification number of the beneficiary, the City will distribute to the beneficiary the monies it received for that employee's VEBA and issue the required tax form to the beneficiary.

The Union and/or its VEBA trustee assume sole responsibility for this process, including complying with the sergeant's designation of beneficiary, transferring the funds to the City and providing the required tax information. The Union agrees to hold the City harmless and defend and indemnify the City for any claims or actions taken against the City and for any losses or damages incurred by the City related to the conduct of the VEBA trustee in fulfilling its obligations as set forth above and/or any claim or action by a third-party related to the City's remittance of the VEBA monies to the designated beneficiary.

ARTICLE 26 PHYSICAL FITNESS STANDARDS

Section 26.1 Purpose and Scope

The parties recognize the safety, health and productivity benefits that can be realized from promoting physical fitness of police officers. As a result, the parties have agreed to implement an incentive-based physical fitness program.

Section 26.2 Participation:

A. Eligibility

All sergeants are required to participate in this program. The program will be administered as part of the in-service training program of the Naperville Police Department but is subject to change if the in-service format is changed. Because the exercises in the program involve strenuous physical exertion, all sergeants will be required to obtain a written medical release from the Edward Hospital Corporate Health or from their personal physician. The signed release must be dated within 120 days of the actual fitness testing. The medical release form is attached hereto as **Appendix E**.

Sergeants who elect to obtain their medical releases from their personal physicians may do so at their own cost. On-duty sergeants may obtain their medical waivers from Edward Hospital Corporate Health or from their personal physician (if located within the City of Naperville) with proper supervisory notification and approval as outlined in Section 17.9 of this Agreement. Sergeants will make every attempt to complete every aspect of this program during normal work hours. Sergeants will be compensated for all hours spent participating in this program in accordance with Article 25 of the Agreement, except if they elect to use their own physician outside of Naperville.

The parties recognize that there may be sergeants who will not be able to obtain medical clearance to participate in the program. If a sergeant is medically precluded from participating in any exercise program, he or she shall submit to a complete physical examination through the City or through his or her personal physician to determine what actions must take place to participate and if the sergeant is able to work in a full-duty capacity. He or she will need to be medically cleared for duty if unable to participate in any of the listed exercises.

B. Frequency

Sergeants shall be required to participate in the program on an annual basis. The Chief of Police shall set a scheduling plan for the exercises in consultation with the Union representatives if the program is conducted outside of in-service training. It should be stressed that to attain goals, officers should not over-exert themselves but instead should seek to steadily improve their conditioning. Sergeants who do not meet the minimum standards will receive assistance in setting up an exercise plan to help them achieve the standard.

C. Fit for Duty Determinations

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

D. Off-Duty Workouts

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

E. Administration of the Program

The training unit will be responsible for the administration and management of this program. Such responsibilities include recordkeeping of names, waivers, achievement time/number of each standard, monetary incentives, etc. In addition, the training unit will research and determine the most appropriate location to host this program based on cost, availability and scheduling.

Section 26.3 Standards and Incentives:

All sergeants will participate in the following three (3) program exercises and will have an opportunity to earn incentives based upon goal attainment.

There will be three (3) levels of standards for each exercise - Bronze, Silver and Gold. The standards were chosen to make success within reach at the Bronze level for all sergeants who are willing to work for it, while the Silver and Gold levels will require extra effort and challenge, even for those who are currently fit. Monetary incentives will consist of a payment following the successful accomplishment of an exercise standard as follows: **Bronze Standard** - \$25 per exercise; **Silver Standard** - \$35 per exercise; and **Gold Standard** - \$50 per exercise unless gold is achieved in all 3 exercises, in which case the participant will receive \$160.00.

	MEN	WOMEN
300m Run (per second)		
Bronze	67.6	86
Silver	62	78.7
Gold	57	72
Push Ups		
Bronze	21	15
Silver	25	19
Gold	30	24
Sit Ups		
Bronze	31	22
Silver	35	25
Gold	39	29

ARTICLE 27 TUITION REIMBURSEMENT PROGRAM

Sergeants in the bargaining unit shall be provided educational assistance in accordance with the provisions of the tuition reimbursement program, provided by the City through its benefits program. Courses must be related to the sergeant's current position or part of the core curriculum required for the degree they are pursuing.

ARTICLE 28 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 29 COMPLETE AGREEMENT

The parties acknowledge that during the negotiations that preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the agreement, it may be changed by the City as provided in the Management Rights Clause, Article 5. 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 30 DURATION

Section 30.1 Term of Agreement

This Agreement shall be effective January 1, 2025, and shall remain in full force and effect until December 31, 2027. It shall continue in effect from year to year thereafter unless notice of termination or demand to bargain is given in writing 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 or via email, in which case the date of notice shall be the written date of receipt.

Section 30.2 Continuing Effect

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, 2025

CITY OF NAPERVILLE

**NAPERVILLE POLICE SERGEANTS
IL FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

Douglas A. Kreiger
City Manager

Chris Southwood
President, Illinois Fraternal Order of Police

Dawn Portner
City Clerk

John Reed
President, Naperville Sergeants ILFOPLC

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



GRIEVANCE

(use additional sheets where 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)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

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		Lodge/Unit No. / Year / Grievance No.
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		
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 C

City of Naperville Health Plan Comparison

Plan Design	Effective 1/1/2025		
BCBS - HMO Blue Advantage 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	<u>In-Network</u> \$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	<u>Out-of-Network</u> NO COVERAGE PRIMARY CARE PHYSICIAN MUST DIRECT ALL CARE	
	\$10/\$40/\$60/\$100 \$2,500 Ind/\$5,000 Family Prime Therapeutics		
BCBS - PPO 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	<u>Blue Choice PPO</u> \$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	<u>PPO</u> \$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	<u>Out-of-Network</u> 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		
BCBS - PPO High Deductible 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	<u>Blue Choice PPO</u> 85% After Deductible * 100% Wellness 85% After Deductible \$2,500 \$5,000 \$5,000 \$5,000 \$5,000 85% / 15% * Prior authorization required \$5,000 \$10,000 \$10,000 \$10,000 85% After Deductible*	<u>PPO</u> 65% After Deductible* 100% Wellness 85% After Deductible \$2,500 \$5,000 \$5,000 \$5,000 \$5,000 65% / 35% * Prior authorization required \$5,000 \$10,000 \$10,000 \$10,000 85% After Deductible*	<u>Out-of-Network</u> 50% After Deductible * 85% After Deductible \$3,000 \$6,000 \$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		
High Deductible Health Savings Account <u>City Discretionary Contribution into Health Savings Account</u> Employee Employee + Spouse Employee + Children Employee + Family Matching Contribution Program Employee Employee + Spouse Employee + Children Employee + Family	PPO High Deductible Health Savings Account <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		

APPENDIX D

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



APPENDIX E

Naperville Police Department F.O.P. Labor Council Physical Fitness Program

Medical Clearance Certificate

Officer's Name: _____

Examining Physician: _____

Dear Examining Physician,

The above POLICE SERGEANT will be participating in the F.O.P. Labor Council Physical Fitness Program offered by the Naperville Police Department. Attached you will find the "Description of Tested Exercises" document. Medical clearance is required for participation (participation shall be defined as an attempt at each exercise below).

Please complete the following:

The examinee is (____) is not (____) medically cleared to participate in the F.O.P. Labor Council Physical Fitness Program.

(Signature of examining physician)

(Date)

This form must be completed and brought with on your assigned testing date to participation in the program.

ONE-MINUTE SIT-UPS: Sit-ups measure muscular endurance of the abdominal muscles. This fitness area is related to performing tasks that may involve the use of force and maintaining good posture that minimize lower back problems.

The ONE-MINUTE SIT-UP begins while lying on the back with the legs bent at the knees at approximately a 45-degree angle and fingers touching each side of the head, where they remain for each sit-up. The upper body is then raised in a roll-up type movement to an upright position breaking the 90-degree plane and is then lowered back to a lying position. One repetition will be counted using this procedure. No jerking movements are allowed. If the hands break apart, the sit-up will not count. The participant will have one minute to complete the required number of sit-ups (see testing standards). A partner will hold the ankles down on the mat during the test. The officer will complete as many sit-ups as possible in one minute. **Participation is the only mandate for this test, passing is not a requirement and the participant may stop when he or she chooses.**

MAXIMUM PUSH-UP TEST:

Push-ups measure muscular endurance of the upper body muscles to include shoulders, chest, and back of the upper arms. This fitness area is related to the use of force involving pushing motion. This test will consist of standard push-ups continued until failure or the participant's decision to stop.

The MAXIMUM PUSH-UP TEST begins with the hands flat on the surface and shoulder width apart. The feet may be either together or up to shoulder width apart. The toes and palms must remain on the floor/ground at all times during the test. The body and head are aligned and straight, and the body is raised until the arms are straight.

Once told to begin, the body is lowered to the point where the back is lower than the elbows of both arms and the front side of the body is not touching the ground. The body is then moved back into the starting position. When done correctly, this movement equals one repetition. The participant will have one minute to complete the test (see testing standards for passing scores). **Participation is the only mandate for this test, passing is not a requirement and the participant may stop when he or she chooses.**

300 Meter Run Test: The 300 Meter Run Test is a measure of anaerobic power. This fitness area is related to performing tasks that may involve running to apprehend a suspect that has fled a scene and could be followed by a physical confrontation (taking someone into custody). This test will be conducted on either a) a 1/4-mile track (3/4 of a lap) or b) on a marked and measured course.

The 300 meter run is performed in running shoes and proper clothing. The participant may complete this exercise by running or mixing a combination of running and walking. (While walking is authorized, it is not recommended due to the "for time" nature of the test). The test begins as the participant crosses the marked starting line and concludes after he/she crosses the marked finish line. The participant will be measured in seconds and/or minutes as to the time it takes to complete the run. **Participation is the only mandate for this test, passing is not a requirement and the participant may stop when he or she chooses.**

STANDARDS

	MEN	WOMEN
<u>300 METER RUN</u>		
Bronze	67.6	86
Silver	62	78.7
Gold	57	72
<u>PUSH UPS</u>		
Bronze	21	15
Silver	25	19
Gold	30	24
<u>SITUPS</u>		
Bronze	31	22
Silver	35	25
Gold	39	29