

# EXHIBIT A

## *Collective Bargaining Agreement*

*By and Between*

*The City of Naperville*

*And*

*The Metropolitan Alliance of Police*

*Naperville Civilian Unit 2, Chapter #744*

*January 1, 2018 – December 31, 2022*

## **PREAMBLE**

The purpose of this Agreement is the promotion of harmonious relations between the City of Naperville and METROPOLITAN ALLIANCE OF POLICE – NAPERVILLE POLICE CIVILIAN UNIT 2, CHAPTER #744, the establishment of a prompt, equitable and peaceful procedure for the resolution of differences, and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees as defined in Article XX herein. Therefore, in consideration of the mutual promises and agreements contained herein, the City and the Chapter do mutually promise and agree as follows:

## **AGREEMENT**

This Agreement has been made and entered into by and between the CITY OF NAPERVILLE, (hereinafter referred to as the "City", or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE – NAPERVILLE POLICE CIVILIAN UNIT 2, CHAPTER #744 (hereinafter referred to as "Chapter") on behalf of certain employees described in Article I (hereinafter referred to as "Employees", or "Members").

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

### **Section 1 Recognition and Definition of Employee**

In accordance with the Illinois State Labor Relations Board's (ISLRB) Certification of Representation dated January 3, 2017, as S-RC-17-017, the City hereby recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time and part-time civilian employees (non-sworn) of the Naperville Police Department in the following titles: Animal Control Office Assistant; Animal Control Officer; Animal Control Supervisor; Community Service Officer; Crime Scene Technician, Police Service Officer, but excluding the Lead Crime Scene Technician and all other employees of the City of Naperville. The use of the term "Employee" in this document is understood to refer to Animal Control Assistant, Animal Control Officer, Animal Control Supervisor, Community Service Officer, Crime Scene Technician, and Police Service Officer.

### **Section 2 Fair Representation**

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

### **Section 3 Probationary Period**

Effective to any members hired after the effective date of this Agreement, the probationary period (hereinafter "Probationary Period") for employees shall be one (1) year from the date of hire. Except as otherwise provided herein, during the Probationary Period the employee is entitled to all rights, privileges, and benefits under this Agreement except that a probationary employee may be disciplined or discharged at any time within the Probationary Period with or without just cause, and such action shall not be subject to the Grievance Procedure or Arbitration.

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

### **Section 1 Prohibition against Discrimination for Exercise of Rights under the ILRA**

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

### **Section 2 Prohibition Against Discrimination Generally**

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

### **Section 3 Gender/Terms**

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

### **Section 4 Chapter Representation**

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

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

**Section 1     Management Rights**

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

1. To plan, direct, control and determine the budget and all the operations, services and missions of the City and its Police Department;
2. To supervise and direct the working forces;
3. To hire and promote employees;
4. To establish the qualifications for employment and to employ employees;
5. To schedule and assign work;
6. To examine employees;
7. To establish specialty positions and to select and/or transfer personnel for such positions;
8. To establish and enforce work and productivity standards, and from time to time, to change those standards;
9. To assign overtime;
10. To assign work performed by employees under this Agreement to sworn police personnel;
11. To assign crime scene technician work including call out and overtime assignments to the Lead Crime Scene Technician.
12. To contract out for goods and services;
13. To determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased;
14. To determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement subject to the subcontracting provisions contained herein;
15. To make, alter and enforce reasonable rules, regulations, orders, policies and procedures;

16. To evaluate employees;
17. To discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause);
18. To change or eliminate existing methods, equipment or facilities or introduce new ones;
19. To establish and modify standards and/or criteria for employee training and education and assign employees to training and education for job related duties;
20. To determine work hours (shift hours);
21. To change, combine or modify job duties within the framework provided for in the Illinois Labor Relations Act;
22. To determine procedures for and conduct internal investigation;
23. To take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the mayor or his authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes), which actions may include the suspension of the provisions of this Agreement provided that wage rates shall not be suspended and providing that all provisions of this Agreement shall be promptly removed once a civil emergency condition ceases to exist, and to carry out the missions of the City. In the event of such emergency action, the provisions of this Agreement pertaining to usage of accumulated leave time may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

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

#### **ARTICLE IV**

#### **DUES DEDUCTION AND FAIR SHARE**

- (a) Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Chapter dues and initiation fees, if any, or the amount of Fair

Share Fee set forth in such form and any authorization increase therein, and shall remit such deduction along with a list of the names and the amounts from whom deductions have been made each pay period to the Metropolitan Alliance of Police at the address designated by the Chapter in accordance with the laws of the State of Illinois.

- (b) The employer shall take such steps as may be required to accomplish any authorized wage withholding per section (a) above and shall do such things as are necessary to cause said withholding to be remitted to the Chapter within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Agreement shall require the Employer to make any withholding unless and until the Chapter has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the Fair Share Fee to be withheld, both within sufficient time to permit the Employer to carry out its obligation to so withhold.
- (c) The fair share/regular dues amount withheld shall not change until the Chapter notifies the Employer that a different fair share/regular dues amount should be collected, and such notification shall occur on an annual basis, and shall occur not less than sixty (60) days prior to its effective date. In the event of a change in the dues or fair share amount, an updated signed authorization form must be submitted to the Employer before the Employer is required to increase the deduction and remittance
- (d) Said Fair Share payment shall not exceed the dues paid voluntarily to the Chapter by Members covered hereby.
- (e) Fair Share payments shall be used in accordance with applicable law.
- (f) The Chapter shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Chapter, and costs arising from or incurred because of any act taken or not taken by the Employer in complying with or carrying out the provisions for this Article, provided the Employer does not initiate or prosecute such action.

## ARTICLE V NO STRIKE

### Section 1      No Strike

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

under this Agreement and to direct them to return to work.

## **Section 2      No Lockout**

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

## **Section 3      Penalty**

The only matter which may be made the subject of a Grievance concerning disciplinary action imposed for an alleged violation of Section 1 above is whether the employee actually engaged in such prohibited conduct. The discipline imposed for such violations shall not be subject to the Grievance provisions. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Parties retain their respective rights as set forth in the Illinois Public Labor Relations Act.

## **Section 4      Judicial Restraint**

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

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

## **Section 1      Definitions**

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

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

## **Section 2      Grievance Procedure**

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

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

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

Grievances that do not contain each of these elements may be returned to the Grievant by the employee's immediate supervisor or designee, not to include a bargaining unit member, within three (3) calendar days of receipt with a note indicating what is missing. The timeframe for response at Step 1 will be stayed until the Grievance form is submitted. The Grievant shall have five (5) calendar days to resubmit the Grievance to his/her Supervisor with a copy to the next \ Commander in the Chain of Command of the Grievant, if applicable. Upon resubmission, the Grievance shall be processed as is and the timeframe for responding thereto shall be calculated from the day following resubmission.

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

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

**Time frame for Appeal:** Any appeal from Step 1 to Step 2 or from Step 2 to Step 3 shall be made within seven (7) calendar days after a response at any Step has been issued by the City. If a Grievance is not appealed within the time-frame specified, it shall be considered settled based on the City's response at the last Step and any further appeal shall be deemed waived. If the City does not respond to a Grievance within the specified timeframe at Step 1 or Step 2, the Grievant and/or the Chapter may elect to treat the Grievance as denied at that Step and appeal the Grievance to the next Step. The timeframes specified in this Section may be extended by agreement of the parties.

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

### **Chapter Representation**

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

A Chapter Representative shall be allowed to represent an employee-Grievant at a meeting held pursuant to Grievance Procedure Steps 1-3 if requested by the Grievant to do so. If such meeting occurs during work hours, the Chapter employee



may attend without loss of pay. No more than one (1) Chapter Representative shall be present at any Step of the Grievance Procedure. Employees who are required witnesses are not included in this limitation so long as their attendance is strictly limited to the time necessary for them to testify.

### **Section 3      Grievance Procedure Steps**

#### **Step 1:**

Any employee and/or Chapter Representative who has a Grievance shall submit the Grievance in writing on the Grievance Form to the Grievant's Supervisor in the Chain of Command, in accord with the provisions of this Section 2 above.

(a) The Employer shall investigate the Grievance. During such investigation a designee of the Employer shall offer to discuss the Grievance with the Grievant and an authorized Chapter representative, if one is requested by the employee, within seven (7) calendar days of receipt at a time mutually agreeable to the parties.

(b) The Employer shall provide a written summary of her response, or the resolution if one is agreed upon, within seven (7) calendar days following said meeting.

#### **Step 2:**

A Grievance may be appealed to Step 2 of the Grievance Procedure if it is not adjusted at Step 1 upon submission of a written appeal to the Police Chief on the Grievance Form within seven (7) calendar days of receipt of the decision rendered at Step 1. The Grievance shall state the basis upon which the Grievant believes the Grievance was improperly denied at Step 1.

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

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

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

#### **Step 3:**

If a Grievance is not settled at Step 2 and the Chapter desires to appeal, the appeal shall be submitted in writing by the Chapter to the City Manager within seven (7) calendar days of receipt of the decision rendered at Step 2. The grievance shall

specifically state the basis upon which the Grievant believes the Grievance was improperly denied at Step 2.

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

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

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

#### **Section 4      Arbitration**

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

- 1) The City and the Chapter shall attempt to agree upon an Arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, pursuant to its Labor Arbitration Rules from the "Metropolitan" Area (125-mile radius). Each party shall have the right to reject an entire panel and request that a new panel be submitted before the striking process begins. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one Arbitrator is selected. If the Arbitrator selected is unavailable for hearing for more than six (6) months a new Arbitrator will be selected from either the current panel or a new panel if requested by either party.
- 2) The Arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and City representatives.
- 3) More than one Grievance may be submitted to the same Arbitrator only if both parties agree to do so in writing.
- 4) Both parties shall attempt to arrive at a joint stipulation of the issue(s) to be submitted to the Arbitrator.

- 5) The City and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Each party shall bear the costs of its own witnesses and production of documents.
- 6) The City and the Chapter retain the right to employ legal counsel at their own expense.
- 7) The Chapter and the City may request that, if possible, the Arbitrator submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 8) The fees and expenses of the Arbitrator shall be divided equally between the City and the Chapter.
- 9) If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party also desires a copy of the record, it shall share equally in the cost of the record. If the Arbitrator requests a copy of the transcript, the parties shall share equally in the cost of the record.

#### **Section 4      Limitations on Authority of Arbitrator**

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

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

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

## **ARTICLE VII**

### **EMPLOYEE SECURITY**

#### **Section 1      Personnel Files**

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

#### **Section 2      Right of Inspection**

Employees' Personnel Files shall be available for inspection by the employee upon reasonable notification to their supervisor. A Chapter Representative may inspect an employee's file if the employee provides the supervisor with a written authorization to that effect. Personnel Files may be inspected during business days between the hours of 9 a.m. and 5 p.m. unless another time is agreed upon. If one or more of the exceptions set forth in Section 10 of the Personnel Record Review Act are applicable to materials in the Personnel File, those materials shall not be made available for inspection.

No part of the Personnel File may be removed from the Police Department, and the department supervisor, or her designee, may be present at all times the inspection takes place.

#### **Section 3      Rights to Copies**

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

#### **Section 4      Right to Rebuttal**

If an employee's Personnel File contains material which the employee believes is adverse to him, said employee shall have the right to have placed in the Personnel File a written rebuttal to said material.

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

Exonerated: immediately

Unfounded: immediately

No conclusion: immediately

Verbal counseling/reprimand: after one (1) year

Sustained/written reprimand: after (3) years

Sustained suspension: after five (5) years (unless an allegation involving excessive force, sexual harassment, discrimination, dishonesty in performance of duty, or criminal conduct as referenced below).

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

#### **Section 5 Grievance Processing**

Reasonable time while on duty, subject to the Employer's staffing needs, shall be granted to a designated Union representative (a maximum of up to three (3) employees shall be so designated) for aiding, assisting, or otherwise representing employees in the handling and processing of grievances, and shall be without loss of pay.

### **ARTICLE VIII** **SENIORITY**

#### **Section 1 Definition of Seniority**

An employee's seniority for layoff/recall purposes shall be the period of the employee's most recent continuous regular employment in her respective job classification as follows: (1) Animal Control Assistant; (2) Animal Control Officer; (3) Animal Control Supervisor; (4) Community Service Officer; (5) Police Service Officer; and (6) Crime Scene Technician. Seniority for all other benefits shall be calculated from the employee's most recent date of hire with the Employer.

#### **Section 2 Seniority List**

The Police Department shall prepare a list setting forth the current seniority dates for all employees covered by this Agreement in each of the job classifications set forth above ("Seniority List"). The Seniority List shall be updated from time to time as changes occur. The Police Department shall provide the employees with updated copies of the Seniority List prior to the annual shift selection

process.

### **Section 3 Termination of Seniority**

An employee's Seniority shall be lost when she:

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

### **Section 4 Accrual of Seniority**

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

## **ARTICLE IX** **LAYOFF AND RECALL**

### **Section 1 Layoff**

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

### **Section 2 Recall**

An employee who is laid off shall be placed on a recall list under his respective job classification for a period of two (2) years. If there is a recall in the employee's job classification, employees

who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. Employees recalled to duty shall be subject to a reasonable amount of retraining at the discretion of the Chief of Police. Employees who are eligible for a recall shall be given fourteen (14) calendar days' notice of recall which shall be sent to the employee by certified or registered mail with a copy to the Chapter. 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 employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address.

The employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving the notice of recall. If an employee fails to timely respond to the recall notice during the seven (7) day period, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond, provided the recall requests are over ninety (90) days apart.

## **ARTICLE X** **DISCIPLINE**

### **Section 1     Discipline for Just Cause**

In general, the City will practice progressive discipline, but reserves the right to impose disciplinary action that is not progressive in nature based upon the conduct at issue. Employees shall not be disciplined except for just cause. When just cause exists, the City shall have the right to invoke one or more of the following disciplinary measures set forth below.

### **Section 2     Oral or Written Reprimand**

This is a censure, expressing formal disapproval of the action or actions of an employee, but carries no loss of privileges. Oral reprimands will be recorded in writing and maintained in a manner determined by the Employer. An oral reprimand shall not be subject to the Grievance or Arbitration procedures provided for in this Agreement.

A written reprimand may be issued by the employee's supervisor or a supervisor in the employee's chain of command. A copy of the written reprimand shall be given to the employee and another shall be placed in the employee's personnel file.

### **Section 3     Suspension Without Pay**

This is the temporary removal of an employee from employment accompanied by a concurrent and temporary loss of wages. The Police Chief, or his designee, has the authority to implement a suspension of an employee.

#### **Section 4 Termination of Employment**

Termination of employment is the act of discharge from employment and the permanent loss of all privileges of employment. The Supervisor may recommend to the Police Chief, or his designee, that an employee be terminated from her employment.

#### **Section 5 Conduct**

The parties agree that they shall treat each other with respect and courtesy during the disciplinary process.

#### **Section 6 Disciplinary Questioning**

Nothing herein shall be construed as a waiver of employees' rights under the Illinois Public Labor Relations Act to union representation if requested during questioning that could lead to disciplinary action.

### **ARTICLE XI** **DRUG FREE WORKPLACE**

#### **Section 1 Drug Free Workplace**

The provisions of the City's Drug Free Workplace Policy as set forth in the City Employee Policy Manual ("EPM") as amended from time to time and the provisions set forth below shall govern drug and alcohol testing and promote a drug free workplace. To the extent there are any conflicts between the provisions set forth below and the Drug Free Workplace Policy in the EPM, the provisions below shall prevail.

#### **Section 2 Right to Consult**

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

#### **Section 3 Right to Contest**

The Chapter and/or the employee, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Article contesting the basis for the order to submit to the tests, the administration of the tests, the significance and accuracy of the tests, or results or any other alleged violation of this Article or the City Drug Free Workplace Policy. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees



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

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

## **ARTICLE XII** **LABOR-MANAGEMENT CONFERENCES**

### **Section 1      Purpose of Labor Management Meetings**

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

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

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

- 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 Chapter of changes in conditions of employment contemplated by the Employer which may affect members;
- d) safety issues.

### **Section 2      Scope of Labor Management Conferences**

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

### **Section 3      Attendance**

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

## **ARTICLE XIII** **BULLETIN BOARDS**

The City will provide the Chapter with a bulletin board in a designated location which will be accessible to all employees upon which the Chapter may post its notices. If there is any objectionable material on the bulletin board, the Chief of Police or his designee will consult with the Chapter and provide an explanation as to why it is objectionable before removing it, unless the material is obscene or otherwise represents a material threat to the good order of the Police Department in which case the material will be removed prior to consultation with the Chapter.

## **ARTICLE XIV** **SUBCONTRACTING**

### **Section 1      General Policy**

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the City's lawful authority under the Illinois Statutes.

### **Section 2      Notice and Negotiate**

Except where an emergency situation exists, before the City subcontracts work that will result in a substantial loss of work to bargaining unit employees, the City will notify the Union and offer the Union an opportunity to negotiate the City's proposed subcontracting decision and its effect on bargaining unit employees.

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

### **Section 1      Application of Article**

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

### **Section 2      Work Time Scheduling**

The parties agree that actual start times and shift schedules shall be established annually per Section 6 below.

A. The following shall apply for each employee group:

1. Animal Control Officers and Supervisors shall be assigned to work eight (8) hour shifts

Monday through Sunday.

2. Community Service Officers shall be assigned to either eight (8) or twelve (12) hour shifts over a 24-hour period Monday through Sunday with consecutive days off. Community Service Officers who are assigned to the Parking Enforcement Officer position shall work eight (8) hour shifts Monday through Friday. When an opening occurs in a Parking Enforcement Officer position, the Traffic sergeant shall select the Community Service Officer to fill the position.
3. Crime Scene Technicians shall be assigned to work eight (8) hour shifts Monday through Sunday with consecutive days off.
4. Police Service Officers shall be assigned to work from six (6) to twelve (12) hours per work shift during the hours that the Police Department front desk is open.
- B. An employee upon forty-eight (48) hours' notice can request to temporarily change his/her work hours if needed for personal reasons, for a specific day or days provided the Employer agrees to the temporary change. The Employer can change an employee's work hours upon 48 hours' notice.

### **Section 3 Overtime and Break Schedules**

1. Overtime will be paid to employees when they are required to work more than 40 hours in one week or more than 80 hours in a two-week period if assigned to work 12 hour shifts. The overtime rate of pay will be one and one-half times the regular rate. Hours worked for purpose of paying overtime include paid time off, such as vacation, PTO, floating holidays, sick time, or holidays.

Community Service officers (except on Patrol assignment), Animal Control Officers and Supervisor and Police Service Officers who work unscheduled hours on a Sunday will receive double time their regular rate of pay for all hours worked. Unscheduled hours are defined as hours worked on a Sunday based upon receiving a call that day to come into work. Unscheduled hours do not include overtime hours prearranged prior to the Sunday worked.

Overtime work must be approved by the employee's supervisor prior to commencement of the work. The Chief of Police may require additional levels of approval. Supervisors will not approve additional compensated work for the mere convenience of the department or employee, but only for the efficient operation of the department. Employees may be required to work overtime by their supervisor.

2. Employees 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 work requirements. Employees assigned to a twelve (12) hour shifts will be allowed to take a paid (60) minute lunch break each day subject to availability and work requirements.

#### **Section 4      Court Time**

Employees who are required to appear in court, while off-duty, shall receive a minimum of two (2) hours pay at the overtime rate or actual time spent, whichever is greater. Travel time, irrespective of the time spent in court, will be paid at the rate of one (1) hours at the overtime rate for DuPage County and two (2) hours at the overtime rate for Will County.

#### **Section 5      Court Readiness Pay**

Employees required by the Chief of Police, or his designee, to be available for a possible court appearance (trial) during off-duty time shall receive two (2) hours at one-and-one (1 ½) their regular rate of pay per day as court readiness pay unless the employee is notified by 5:00 p.m. on the prior business day that she was scheduled to appear that her appearance will not be necessary.

#### **Section 6      Callback**

Callback is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work day. Employees called back for a work assignment shall be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater, at one-and-one half (1 ½) times their regular pay, beginning when the employee receives the notification. If the assigned employee is called off from the assignment while in route, the assigned employee will receive the minimum of two (2) hours at one-and-one half (1 ½) times their regular rate.

Notification for court or other assignments by telephone does not constitute worktime. However, a discussion of a work assignment by telephone or e-mail does constitute worktime and the employee will be paid for the actual time of the conversation in fifteen (15) minute increments.

#### **Section 7      Shift and Time Off Selection**

At the end of each calendar year, the employer shall for each job category have the right to set shift times and the number of slots for each shift time. Permanent shifts will then be selected by seniority prior to the beginning of the next calendar year.

Before the end of October in each year, one day shall be designated by the Employer as "Shift Selection Day". Employees and the Employer shall convene in an Employer designated location at which time each employee, in Seniority order, shall submit their first choice for shift schedule slot assignment and for time off (including holidays, vacation and personal days). After every employee has made their first choice, the process shall begin again with a second choice, and so on until each shift schedule slot and all time off has been designated. Attendance in person is preferred to complete this process. However, if an employee is unable to be present due to an emergency or a preapproved day off, they may attend by telephone. New shift schedule slot assignments shall take effect on shift change day in January of each year.

## **Section 8 Required Overtime**

Overtime must be authorized by the supervisor or her designee. Overtime may be verbally approved but shall be followed up with written confirmation which may be by e-mail. For overtime associated with a work in progress situation, the Employer shall have the right to assign overtime to an employee already at the work site instead of calling in a more senior employee.

Except where overtime is assigned based upon the most senior person on a shift, the overtime posting or schedule adjustment may specify that employees will be selected based on ongoing involvement in a specific matter, or possession of specific skills, ability or experience. Such limitations will be reasonable and be posted in the overtime or schedule adjustment notice. If none of the above criteria apply or more than one employee meets all of the criteria, the selection shall be based upon seniority. Generally, overtime for Crime Scene Technicians (CST) will be assigned by shift seniority. The Employer however reserves the right to assign CST overtime work that requires specific training to the most senior CST that possesses that training.

Mandatory overtime may be required for all employees. Individual employees shall not be solicited for overtime in any manner inconsistent with the terms of this agreement.

## **Section 9 Stand-By**

If the Employer determines that it needs to establish an overtime stand-by schedule, employees placed on that schedule shall receive two (2) hours of straight time pay for each day placed on stand-by.

## **Section 9 No Pyramiding**

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

## **Section 10 Shift Coverage for Unscheduled Absences**

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

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

### **Section 11 Temporary Shift Coverage for Extended Absences**

If an employee will be absent from her shift schedule slot for an extended period, the supervisor may, at her sole discretion, notify the employees of the situation and seek volunteers to provide coverage for the affected slot. If more than one employee desires to fill the temporarily vacant slot, seniority shall govern selection of the individual assigned.

### **Section 12 Switching of Shift Schedule Slots**

Employees may request to be allowed to switch shift schedule slots so long as the switch occurs during the same work week. The request shall be submitted in writing, signed by both employees and directed for approval through the employees' Chain of Command. Once a slot has been approved, the employees shall be required to honor their request. If a switch is denied, the employee(s) shall be notified in writing through their Chain of Command as to the reason.

### **Section 13 Changes in Normal Work Week and Workday**

Should the Employer determine it necessary in the interest of efficient operations to establish schedules departing from the normal workday or work week established for the year, it will give at least forty-eight (48) hours' notice to the employees affected by such change except under emergency circumstances or where agreed by the parties. The employee's consent will not be unreasonably withheld or denied.

## **ARTICLE XVI** **PAID TIME OFF, RHSP, HOLIDAYS AND LEAVES**

### **Section 1 Paid Time Off**

The City of Naperville time off plans are attached hereto as **Appendix B** and incorporated into this Agreement by reference. The City has three separate time off plans – the Traditional Plan, the Time Off Plan (TOP) (that took effect on June 9, 2001) and the PTO-11 Plan (that took effect on July 1, 2011). Employees shall remain in the time off plan that they were in prior to this Agreement taking effect. Employees hired into the bargaining unit on or after the effective date of this Agreement shall be placed in the PTO-11 Plan.

### **Section 2 Retirement Health Savings Plan**

When an employee in either the Traditional Plan or TOP plan is retirement eligible under the provisions of IMRF, his/her sick leave accruals will be processed as follows:

When a retirement-eligible employee separates from the City, the City will contribute the cash value of up to 720 hours of the employee's earned but unused sick leave into a Retiree Health Savings Plan (RHSP). Payment will be made at the salary rate in effect as of the last day worked.

The RHSP may be used for the payment of health insurance premiums and other eligible health care expenses.

The City will pay out the sick leave accruals into the employee's RHSP account within 30 days following the eligible employee's last day of work. The sick leave payout will not be used to calculate an employee's final rate of earnings for an IMRF pension, nor will it be subject to IMRF member contributions.

To qualify for the RHSP contribution, an employee must meet the retirement eligibility requirements as defined by IMRF regulations.

### **Section 3**                      **Funeral Leave**

When there is a death in the immediate family, an employee will be granted up to three consecutive work days off between the date of death and the date of the funeral. A work day is defined as an employee's regularly scheduled hours for that day. These hours shall be granted without loss of pay and without charge to accrued leave.

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

Time taken in addition to the three-day funeral leave scheduled and (with approval by the employee's supervisor) will be chargeable against other accrued leave time excluding sick leave.

### **Section 4**                      **Military Leave**

An employee shall receive military leave and seniority in accordance with applicable law as amended from time to time.

### **Section 5**                      **Jury Duty Leave**

An employee called upon for jury duty shall notify her supervisor as soon as possible. Straight time pay for regularly scheduled shift hours will be paid for the period served provided the employee produces documentation evidencing the actual days she performed jury duty. An employee's time served on jury duty shall not be charged against any paid time off accruals and shall be considered as time worked. Employees may keep any payment received for jury duty service.

## **Section 6**      **Holidays**

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

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

Employees in the PTO 11 time off plan are not entitled to floating holidays

## **Section 7**      **Payment in Lieu of Holidays**

All bargaining unit employees who are regularly scheduled to work holidays, will receive compensation in the form of an extra day's pay at one-and-one-half (1 ½) times the employee's regular hourly rate for all holidays. When a holiday falls on a normal day off for such employees, they will receive the same benefits as if the holiday fell on the day of work.

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

- 1) As paid time off at the regular wage rate and receive the extra one-half time (twenty (20) hours) paid in cash in January of each year; or
- 2) Five (5) days at a rate of one-and-one half (1 ½) times the employee's regular hourly rate to be paid in cash rather than the time off.

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 absence is authorized for a scheduled vacation, verified illness or other authorized leave. Holiday time shall be earned as it is accrued.



**ARTICLE XVII**  
**MEDICAL, DENTAL AND LIFE INSURANCE**

**Section 1      Medical and Dental Insurance**

Employees participating in the City's medical insurance and/or dental insurance program(s) shall pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the City, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted each year of the contract on January 1. The City shall have the right to implement new employee premium contribution rates on January 1 of each year consistent with the above language regardless of whether the collective bargaining agreement has expired. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance. The premium amounts and employee premium contribution amounts for 2019 are appended hereto as **APPENDIX C**.

**Section 2**

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

**Section 3      Life Insurance**

Employees shall be provided a life insurance benefit and an accidental death and dismemberment benefit under the same terms and conditions as such benefits are available to non-union employees of the City. The Employer will provide life insurance in an amount to one-and-one half (1 ½) times the employee's base salary for all employees. A supplemental optional life insurance plan is also available for purchase by employees.

**Section 4      Medical Expense Reimbursement Plan, Dependent Care Plan, and other Voluntary Programs**

Employees shall be allowed to participate in the City's Flexible Spending Accounts for Health

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

#### **Section 5 Terms of Policies to Govern**

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

### **ARTICLE XVIII** **WAGES**

#### **Section 1 Wages and Compensation**

The following hourly rate pay scale shall be implemented retroactive to January 1, 2018 on all hours paid. Retroactivity shall apply for this initial agreement only. Employees who have resigned their employment with the City prior to the date that the Chapter ratifies this Agreement shall not be entitled to retroactive pay. Employees who have resigned their employment and elected their IMRF pension benefit within sixty (60) days of their resignation date shall be entitled to retroactive pay.

Employees will move to the one-year rate on their anniversary date and to the rates in subsequent years on January 1 of the year in which they reach their second through seventh year of employment respectively.

#### **A. Community Service Officers**

#### **B. Police Service Officers**

|               |         |               |         |
|---------------|---------|---------------|---------|
| Starting Rate | \$19.00 | Starting Rate | \$19.00 |
| One year      | \$21.00 | One year      | \$21.00 |
| Two year      | \$23.00 | Two year      | \$23.00 |
| Three year    | \$25.00 | Three year    | \$25.00 |
| Four year     | \$26.00 | Four year     | \$26.00 |
| Five year     | \$27.00 | Five year     | \$27.00 |
| Six year      | \$28.00 | Six year      | \$28.00 |
| Seven year    | \$29.00 | Seven year    | \$29.00 |

**C. Animal Control Officers****D. Crime Scene Technicians**

|               |         |               |         |
|---------------|---------|---------------|---------|
| Starting Rate | \$19.00 | Starting Rate | \$25.00 |
| One year      | \$21.00 | One year      | \$27.00 |
| Two year      | \$23.00 | Two year      | \$29.00 |
| Three year    | \$25.00 | Three year    | \$30.00 |
| Four year     | \$26.00 | Four year     | \$31.00 |
| Five year     | \$27.00 | Five year     | \$32.00 |
| Six year      | \$28.00 | Six year      | \$33.00 |
| Seven year    | \$29.00 | Seven year    | \$34.00 |

The Animal Control Supervisor wage rate shall be \$34.00 per hour.

The above rates shall increase by 2.5% on January 1, 2020; 2.5% on January 1, 2021; and 2.5% on January 1, 2022.

**Section 2 Training/Testing Requirements**

The City is committed to providing employee training and certification opportunities which benefit the employee and City. The following training requirements shall be made part of the above wage scales.

CST - Must achieve certification through the International Association for Identification to be eligible to receive the three-year wage rate. The City shall pay all costs associated with registering for the test and issuance of the certification.

ACO - Must achieve certification through the National Animal Control and Human Officer Academy to be eligible to receive the three-year wage rate. The City shall pay all costs associated with registering for the test and issuance of the certification.

CSO – Must attend the sixteen (16) hour College of DuPage SLEA CSO Training course to be eligible to receive the three-year wage rate. The City shall pay the cost of attendance for the course and time spent attending the course shall be paid time. The City is responsible for ensuring that the employee has the opportunity to enroll in and attend the course.

PSO – Must attend the NPD internal sixteen (16) hour PSO Training course to be eligible to receive the three-year wage rate. Time spent attending the course shall be paid work time. The City is responsible for ensuring that the employee has the opportunity to enroll in and attend the course.

## **ARTICLE XIX**

### **UNIFORMS AND EQUIPMENT**

#### **Section 1      Uniforms and Equipment**

The Employer agrees to purchase for employees all needed uniforms and equipment. The Employer shall decide the uniform requirements, which shall include a ballistic vest and cover for Police Service Officers.

**Appendix E** specifies the clothing, equipment type and number of items for each employee under this Agreement.

#### **Section 2      Replacement of Worn or Damaged Equipment**

The Employer shall replace all worn or damaged uniforms and equipment as needed by the employee. The Employer will repair or replace within reasonable limits an employee's glasses, contact lenses, prescription sun glasses or watch, each up to a \$150.00 limit, as the result of damage incurred during normal course of duty, subject to the supervisor's verification and approval by the Chief of Police.

In January of each year, employees shall receive an annual uniform maintenance allowance eight hundred and seventy-five dollar (\$875). Work boot allowance will be covered up to lowest priced work boot through the supply vendor of the Naperville Police Department, currently Ray O'Herron but subject to change if a different supply vendor contracts with the Naperville Police Department.

#### **Section 3      Safety Equipment**

The Employer agrees to maintain department vehicles and equipment reasonably necessary for employees to safely perform their duties. In the event the Chapter believes that any department provided vehicles or equipment are unsafe or inadequate, the Chapter will notify the Employer in writing of the deficiencies. The parties agree to meet and discuss the perceived inadequacies. If the parties are unable to resolve an issue concerning the vehicles or equipment within 7 calendar days of the notification by the Chapter, a grievance may be submitted directly at Step 3 of the grievance process.

## **ARTICLE XX**

### **TUITION REIMBURSEMENT PROGRAM**

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

**ARTICLE XXI**  
**SAVINGS CLAUSE**

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

**ARTICLE XXII**  
**COMPLETE AGREEMENT**

This Agreement, upon ratification, supersedes and cancels all prior practices, policies, procedures and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

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

**ARTICLE XXVI**  
**TERM**

This Agreement shall be effective on the ratification date and shall remain in full force and effect until December 31, 2022. It shall continue in effect from year to year thereafter unless notice of termination or demand to bargain is given in writing by certified mail by either party not less than sixty (60) nor more than ninety (90) days before December 31, 2022 or any subsequent annual expiration date.

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF NAPERVILLE**

**MAP Ch. # 744**

\_\_\_\_\_  
Douglas A. Krieger

City Manager

\_\_\_\_\_  
Pam Gallahue

City Clerk

## **APPENDIX A**

### **Grievance Form**

TO BE INSERTED



# APPENDIX B

## City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

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

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

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

#### 4.1 Traditional Vacation and Sick Plan

##### Vacation Leave (Traditional)

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

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

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

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

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





## City of Naperville Employee Policy Manual

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

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

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

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

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

### Sick Leave (Traditional) Accumulation & Use

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



## City of Naperville Employee Policy Manual

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

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

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

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

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave.

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

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



## City of Naperville Employee Policy Manual

### 4.2 Time Off Plan (TOP)

#### Paid Time Off (PTO)

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

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

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

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

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

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



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

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

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

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

### PTO Cash Out (TOP)

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

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

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

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

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

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

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

- Incapacitation due to illness, injury or disability.



## City of Naperville Employee Policy Manual

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

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

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

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave.

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

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

### Sick Leave (TOP) – Elimination Period

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



## City of Naperville Employee Policy Manual

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

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

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

### Sick Leave (TOP) Donation Bank

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

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

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

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

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

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

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

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



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

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

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

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

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

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

### Compensatory Time (TOP)

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

A maximum of 40 hours of compensatory time may be accrued at any one time. Utilization of compensatory time is subject to supervisory approval. An employee may elect to have compensatory time paid out on any subsequent paycheck. (An employee may not take



## City of Naperville Employee Policy Manual

compensatory time off in the same pay period as that in which the compensatory time is earned.) All accrued compensatory time will be paid out at the time an employee separates from employment.

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





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### 4.3 PTO - 11

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

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

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

PTO-11 eliminates the distinction between sick and vacation. PTO-11 is an accrual of time which an employee can use for any purpose (such as vacation, other leisure time, personal illness, to care for another person who is ill, etc.). PTO-11 does not include bereavement/funeral leave, jury duty or military leave.

Full-time employees earn a total of 120 hours of PTO-11 in the first year of employment. Employees who work less than a 40-hour workweek will have their PTO-11 accrual prorated accordingly. PTO-11 time will not accrue if an employee is unpaid for an entire pay period.

Employees will not be eligible to take PTO-11 time during their first 30 calendar days of employment. After 30 days, 40 hours of PTO-11 time will be placed in the employee's accrual bank. Separately, employees accrue the remaining hours over the remaining pay periods during their first 12 months (up to the annual maximum accrual allowed). These numbers are prorated for employees who work less than a 40-hour workweek.

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

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



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

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

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

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

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

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



## City of Naperville Employee Policy Manual

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

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

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

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



## City of Naperville Employee Policy Manual

### Compensatory Time (PTO-11)

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

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

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

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

Should a City of Naperville employee under the PTO-11 paid time off program (and eligible for IMRF Disability) fail to possess sufficient paid time off accruals to reach this 31<sup>st</sup> calendar day, the City, then, will provide additional paid leave to that employee to "bridge the gap" until that 31<sup>st</sup> calendar day out (when the IMRF Disability benefit would normally engage assuming proper medical paperwork is received by IMRF).

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

1. The employee him/herself has a medical condition eligible for IMRF temporary disability benefits, and
2. The employee has applied for IMRF Disability leave, and
3. The employee has exhausted all PTO-11 leave.

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

# APPENDIX C

## City of Naperville 2019 Rates

| Insurance Plan             | Total<br>Monthly<br>Premium | Employee<br>Monthly<br>Premium | City<br>Monthly<br>Premium | COST PER 24 PAYS |           |                 |
|----------------------------|-----------------------------|--------------------------------|----------------------------|------------------|-----------|-----------------|
|                            |                             |                                |                            | CITY             | 80%       | EMPLOYEE<br>20% |
| Blue Cross Medical Plans   |                             |                                |                            |                  |           |                 |
| HMO Blue Advantage         |                             |                                |                            |                  |           |                 |
| Employee                   | \$ 596.55                   | \$ 119.31                      | \$ 477.24                  | \$ 238.62        | \$ 59.65  |                 |
| Employee + Spouse          | \$ 1,180.22                 | \$ 236.04                      | \$ 944.17                  | \$ 472.09        | \$ 118.02 |                 |
| Employee + Child(ren)      | \$ 1,136.71                 | \$ 227.34                      | \$ 909.37                  | \$ 454.68        | \$ 113.67 |                 |
| Employee + Family          | \$ 1,780.07                 | \$ 356.01                      | \$ 1,424.05                | \$ 712.03        | \$ 178.01 |                 |
| PPO Plan                   |                             |                                |                            |                  |           |                 |
| Employee                   | \$ 687.93                   | \$ 137.59                      | \$ 550.34                  | \$ 275.17        | \$ 68.79  |                 |
| Employee + Spouse          | \$ 1,442.99                 | \$ 288.60                      | \$ 1,154.39                | \$ 577.20        | \$ 144.30 |                 |
| Employee + Child(ren)      | \$ 1,423.31                 | \$ 284.66                      | \$ 1,138.65                | \$ 569.32        | \$ 142.33 |                 |
| Employee + Family          | \$ 2,184.40                 | \$ 436.88                      | \$ 1,747.52                | \$ 873.76        | \$ 218.44 |                 |
| PPO Plan - High Deductible |                             |                                |                            |                  |           |                 |
| Employee                   | \$ 437.40                   | \$ 87.48                       | \$ 349.92                  | \$ 174.96        | \$ 43.74  |                 |
| Employee + Spouse          | \$ 920.80                   | \$ 184.16                      | \$ 736.64                  | \$ 368.32        | \$ 92.08  |                 |
| Employee + Child(ren)      | \$ 889.51                   | \$ 177.90                      | \$ 711.61                  | \$ 355.81        | \$ 88.95  |                 |
| Employee +Family           | \$ 1,377.63                 | \$ 275.53                      | \$ 1,102.11                | \$ 551.05        | \$ 137.76 |                 |
| Delta Dental               |                             |                                |                            |                  |           |                 |
| Employee                   | \$ 36.99                    | \$ 7.40                        | \$ 29.59                   | \$ 14.80         | \$ 3.70   |                 |
| Employee + One             | \$ 73.24                    | \$ 14.65                       | \$ 58.59                   | \$ 29.30         | \$ 7.32   |                 |
| Employee + Family          | \$ 126.95                   | \$ 25.39                       | \$ 101.56                  | \$ 50.78         | \$ 12.70  |                 |
| EyeMed Vision              |                             |                                |                            |                  |           |                 |
| Employee                   | \$ 6.32                     | \$ 6.32                        | \$ -                       | \$ -             | \$ 3.16   |                 |
| Employee + One             | \$ 12.36                    | \$ 12.36                       | \$ -                       | \$ -             | \$ 6.18   |                 |
| Employee + Family          | \$ 18.52                    | \$ 18.52                       | \$ -                       | \$ -             | \$ 9.26   |                 |

# APPENDIX D

## Health Plan Comparison

| Effective 1/1/19   |  |
|--|--|
| <b>BCBS - HMO Blue Advantage</b>   | <b>In-Network</b>                            |
| Dr. Office Visit (In-network)- PCP/Spec  | \$20 PCP/\$40 Spec/\$0 Wellness              |
| Individual Deductible  | None   |
| Family Deductible  | None   |
| Co-insurance   | 100%   |
| Individual OOP Max. (including Ded)  | \$1,500                                      |
| Family OOP Max. (including Ded)  | \$3,000                                      |
| Inpatient Hospital Stay  | \$250/Admission                              |
| Outpatient Facility Copay  | \$150  |
| ER Copay   | \$150  |
| Rx Copays (In-Network)   | \$10/\$35/\$50                               |
| RX Out of Pocket Maximum (Ind/Family)  | \$2,500 Ind/\$5,000 Family                   |
| Pharmacy Provider  | Prime Therapeutics                           |
| <b>BCBS - PPO</b>  | <b>In-Network</b> <b>Out-of-Network</b>      |
| Dr. Office Visit (In-network)- PCP/Spec  | \$20 PCP/\$40 Spec, then 90%<br>\$0 Wellness |
| Virtual Visit  | \$10 Copay                                   |
| Individual Deductible  | \$500  |
| Family Deductible  | \$1,500                                      |
| Co-insurance   | 90%  |
| Individual OOP Max. (including Ded)  | \$3,000                                      |
| Family OOP Max. (including Ded)  | \$9,000                                      |
| Outpatient Facility-Imaging: CT/PET scans, MRI   | \$100 Copay plus coinsurance                 |
| Outpatient Facility-Diagnostic Tests: X-rays, blood work                               | \$100 Copay plus coinsurance                 |
| Inpatient Hospital Stay  | \$150 Copay plus coinsurance                 |
| ER Copay   | 90% After Ded                                |
| Rx Copays (In-Network)   | \$10/\$35/\$50                               |
| RX Out of Pocket Maximum (Ind/Family)  | \$2,500 Ind/\$5,000 Family                   |
| Pharmacy Provider  | CVS/Caremark                                 |
| <b>BCBS - PPO High Deductible</b>  | <b>In-Network</b> <b>Out-of-Network</b>      |
| Dr. Office Visit (In-network)- PCP/Spec  | 80% After Ded/100% Wellness                  |
| Virtual Visit  | 80% After Deductible                         |
| Individual Deductible  | \$2,500                                      |
| Employee + Spouse Deductible   | \$5,000                                      |
| Employee + Child(ren) Deductible   | \$5,000                                      |
| Family Deductible  | \$5,000                                      |
| Co-insurance   | 80%  |
| Individual OOP Max. (including Ded)  | \$5,000                                      |
| Emp + Spouse OOP Max. (including Ded)  | \$10,000                                     |
| Emp + Child(ren) OOP Max. (including Ded)  | \$10,000                                     |
| Family OOP Max. (including Ded)  | \$10,000                                     |
| Emergency Room Copay   | 80% After Ded                                |
| Rx Copays (In-Network)   | 80% After Ded                                |
| RX Out of Pocket Maximum (Ind/Family)  | Combined with OOP Max                        |
| Generics only Preventive Therapy Drug List   | 80% before Deductible                        |
| Pharmacy Provider  | CVS/Caremark                                 |
| City Discretionary Contribution into a Health Savings Account                          | <b>Before Tax Contribution</b>               |
| Employee   | \$1,250 per year (\$625 Jan / \$625 Jul)     |
| Employee + Spouse  | \$2,500 per year (\$1,250 Jan / \$1,250 Jul) |
| Employee + Children  | \$2,500 per year (\$1,250 Jan / \$1,250 Jul) |
| Employee + Family  | \$2,800 per year (\$1,400 Jan / \$1,400 Jul) |
| <b>Matching Contribution Program</b>   | <b>Before Tax Contribution</b>               |
| City will match every dollar you contribute before tax up to the maximum amount shown. |  |
| Employee   | \$625  |
| Employee + Spouse  | \$1,250                                      |
| Employee + Children  | \$1,250                                      |
| Employee + Family  | \$1,400                                      |



## Dental Benefit Highlight Sheet

City of Naperville, Group #11408

| <b>Annual Deductible (applies to Basic and Major Services Only)</b>   | \$50/person; \$150/family  |  |                                |
|---|--|--|--------------------------------|
| <b>Annual Maximum</b>   | \$2,000/person (when using a PPO dentist);<br>\$1,500/person (when using a Premier dentist)<br>\$1,000/person (when using a non-network dentist)   |  |                                |
| <b>ToGo<sup>SM</sup> Carryover Feature</b>  | Your plan allows you and your covered dependents to carry over qualified unused portions of your annual maximum from one year to the next.   |  |                                |
| <b>Enhanced Benefits Program</b>  | Your plan provides additional cleanings and/or applications of topical fluoride to people with specific health conditions that put them at risk for oral health disease. The costs of the additional cleanings and fluoride treatments will be applied to your annual maximum. |  |                                |
| <b>Lifetime Orthodontic Maximum</b>   | \$2,000/person (when using a PPO dentist)<br>\$1,500/person (when using a Premier dentist)<br>\$1,000/person (when using a non-network dentist)  |  |                                |
|   | <b>Delta Dental PPO<br/>Network<br/>Dentist</b>  | <b>Delta Dental<br/>Premier® Network<br/>Dentist</b> | <b>Non-Network<br/>Dentist</b> |
| <b><u>PREVENTIVE/DIAGNOSTIC SERVICES</u></b><br><ul style="list-style-type: none"> <li>• Routine exams (two per benefit year)</li> <li>• Cleanings (two per benefit year)</li> <li>• X-rays (bitewings – one per benefit year; full mouth - every three years)</li> <li>• Fluoride treatments (once per benefit year to age 19)</li> <li>• Space maintainers (to age 14)</li> <li>• Emergency exams &amp; palliative (pain relief) treatment</li> </ul> | <b>100%*</b>   | <b>100%**</b>  | <b>100%***</b>                 |
| <b><u>BASIC SERVICES</u></b><br><ul style="list-style-type: none"> <li>• Fillings (silver (amalgam) and tooth colored (composite) on front teeth and posterior teeth)</li> <li>• Sealants (to age 16)</li> <li>• Periodontics</li> <li>• Oral surgery</li> <li>• Endodontics</li> <li>• General anesthesia and IV sedation (in conjunction with oral surgery)</li> <li>• Pin retention</li> </ul>   | <b>90%*</b>  | <b>80%**</b>   | <b>80%***</b>                  |
| <b><u>MAJOR RESTORATIVE SERVICES</u></b><br><ul style="list-style-type: none"> <li>• Crowns, onlays, and other ceramic restorations to permanent teeth</li> <li>• Partial/full dentures</li> <li>• Denture (repair, reline, rebase and adjustments)</li> <li>• Repair or recementation of crowns, inlays/onlays and bridges</li> <li>• Fixed/removable bridges</li> </ul>   | <b>60%*</b>  | <b>50%**</b>   | <b>50%***</b>                  |
| <b><u>ORTHODONTICS- dependents to age 26 and Adults</u></b><br>Treatment necessary for proper alignment of teeth  | <b>50%*</b>  | <b>50%**</b>   | <b>50%***</b>                  |

\*Delta Dental PPO dentists accept payment based on the lesser of the submitted fee (their usual fee) or Delta Dental's allowed PPO fee. PPO network dentists cannot charge you for costs exceeding the PPO fee.

\*\*Delta Dental Premier dentists accept payment based on the lesser of the submitted fee (their usual fee) or Delta Dental's maximum plan allowance. Premier dentists may not charge you for costs exceeding the maximum plan allowance.

\*\*\*Non-network dentists (non-Delta Dental PPO/non-Delta Dental Premier) do not agree to accept Delta Dental's allowed fees as payment in full; payment is based on the lesser of the submitted fee (their usual fee) or the 95<sup>th</sup> percentile of Delta Dental's maximum plan allowance. These dentists can charge you for costs exceeding the maximum plan allowance.

**APPENDIX E**

**Uniform/Equipment List**

TO BE INSERTED