

Illinois Labor Relations Board
Contract #

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

The City of Naperville

and

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

January 1, 2021 – December 31, 2025

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PREAMBLE

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

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

ARTICLE 1 - RECOGNITION

Section 1.1

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

ARTICLE 2 - NON-DISCRIMINATION

Section 2.1 - Discrimination Prohibited

In the application and implementation of the terms of this Agreement, the Employer and the Union agree that neither will discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, membership or lack of membership in the Union, or mental and/or physical disability unrelated to the employee's ability to perform the essential functions of the detention officer job.

Section 2.2 - Union Non-Participation

Disputes under Section 2.1 shall not be eligible for resolution through the arbitration procedure of this Agreement but shall be processed through the appropriate judicial or administrative body.

Section 2.3 - Gender

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

Section 2.4 - Officer

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

ARTICLE 3 – MANAGEMENT RIGHTS

Section 3.1 – Management Rights

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

- To plan, direct, control and determine the budget and all the operations, services and missions of the Police Department;
- To supervise and direct the working forces;
- To hire and promote officers;
- To establish the qualifications for employment and to employ Officers;
- To schedule and assign work;
- To examine officers;
- To establish specialty positions and to select and/or transfer personnel for such positions;
- To establish work and productivity standards, and from time to time, to change those standards;
- To assign overtime, to contract out for goods and services;
- To determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased;
- To determine whether services are to be provided by officers covered by this Agreement or by other employees or persons not covered by this Agreement;

- To make, alter and enforce reasonable rules, regulations, orders, policies and procedures;
- To evaluate Officers; to discipline, suspend and discharge non-probationary Officers for just cause (probationary Officers without cause);
- To change or eliminate existing methods, equipment or facilities or introduce new ones;
- To establish and modify standards and/or criteria for officers training education and assign officers to training and education;
- To determine work hours (shift hours); to change, combine or modify job duties; to determine internal investigation procedures;
- To take any and all actions as may be necessary to carry out the mission of the 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.

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

ARTICLE 4 - NO STRIKE

Section 4.1 - No Strike

During the term of this Agreement, neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, picketing for or against the City of Naperville nor in a City of Naperville uniform or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all Employees who violate any of the provisions of this article may be discharged or otherwise disciplined by the City. Each Employee who holds the position of

officer or steward of the Union occupies a position of special trust and responsibility in attempting to bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 4.2 - No Lockout

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

Section 4.3 - Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 above is whether or not the employee actually engaged in such prohibited conduct. The failure to impose a penalty in any instance shall not be a waiver of such right in any other instance, nor shall it be considered a precedent.

Section 4.4 - Judicial Restraint

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

ARTICLE 5 - DUES DEDUCTION

Section 5.1 - Dues Deduction

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

(b) The employer shall take such steps as may be required to accomplish any wage withholding authorized or required by this section and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Agreement shall require the Employer to make any withholding unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of dues to be withheld, both within sufficient time to permit the Employer to carry out its obligation to so withhold.

(c) The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Union, and costs arising from or incurred as a result of any act taken or not taken by the Employer in complying with or carrying out the provisions for this Article.

ARTICLE 6 - EMPLOYEE SECURITY

Section 6.1 - Personnel Files

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

Section 6.2 - Rights to Copies and Rebuttals

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

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

Records of 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 three (3) years

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

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

Section 6.3 - Grievance Processing

Reasonable time while on duty, subject to the employer's need to staff the detention facility, shall be granted to a designated Union representative (a maximum of 2 representatives shall hold this designation) for the purpose of aiding, assisting or otherwise representing employees in the handling and processing of grievances, and shall be without loss of pay.

Section 6.4 - Union Representatives

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

Leaves of absence without pay will be granted to the extent that there is no interference with City operations, to employees who are elected, delegated or appointed to attend conventions of the Fraternal Order of Police of the Union and the annual Illinois Fraternal Order of Police Union Annual Conference. Any request for such leave shall be submitted in writing by the Union thirty (30) days prior to the requested leave date to the employee's department director and shall be answered in writing, no later than five (5) days following the request. This leave shall be limited to one (1) person for three (3) days each (for State and Union conventions) or, in alternate years, one (1) person for five (5) days each (for National and Union conventions).

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 - Definitions

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

A "City/External Grievance" is defined as a grievance which pertains to a matter involving policies established by the City involving an alleged violation of an express provision of this

Agreement including, but not limited to issues such as use of sick leave or availability of medical benefits.

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

Section 7.2 - Procedure

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

Step 1: Any employee and/or Union representative who has a grievance shall submit the grievance in writing on the Grievance Form to the employee's immediate supervisor or designee, not to include a bargaining unit member, specifically indicating that the matter is a grievance under this Agreement. The grievance shall set forth a complete statement of facts, the provision(s) of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievance within seven (7) business days after the grievance is presented.

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

(b) City/External Grievance Appeal: If an external grievance is not settled at Step 1, and the employee or the Union, if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted to the Police Chief in writing on the Grievance Form set forth in **Appendix C** within seven (7) business days of receipt of the response at Step 1. The Police Chief, or designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days of receipt with the grievant and an authorized Union representative, if one is requested by the employee, at a time mutually agreeable to the parties. The Police Chief shall provide a written

summary of his response, or the resolution if one is agreed upon, within seven (7) business days following said meeting.

Step 3: (a) Internal Grievance Step 3 Appeal: If an internal grievance is not settled at Step 2 and the Union desires to appeal, the appeal shall be submitted in writing on the Grievance Form by the Union to the Police Chief within ten (10) business days of receipt of the decision of the Division Commander rendered at Step 2. The grievance appeal shall specifically state the basis upon which the grievant believes the grievance was improperly denied at Step 2. The Police Chief, or his designee, may investigate the grievance as he deems necessary and appropriate and shall offer to meet with a Union representative and the grievant to discuss the grievance within ten (10) business days of receipt of the Union's timely appeal. If no settlement of the grievance is reached, the Police Chief, or his designee, shall submit a written answer to the Union within ten (10) business days following the meeting. If the grievance is settled at this Step, the settlement will be reduced to writing.

(b) City/External Grievance Step 3 Appeal: If an external grievance is not settled at Step 2 and the Union desires to appeal, the appeal shall be submitted in writing by the Union to the City Manager within ten (10) business days of receipt of the decision of the Police Chief rendered at Step 2. The grievance appeal shall specifically state the basis upon which the grievant believes the grievance was improperly denied at Step 2. Thereafter, the City Manager, or his designee, and such other individuals as may be deemed appropriate by the City Manager, shall meet with the grievant, the Union representative, and an outside, non-Employee representative of the Union if desired by the Employee, within ten (10) business days of receipt of the Union's timely appeal, if at all possible. If no settlement of the grievance is reached, the City Manager, or his designee, shall submit a written answer to the Union within ten (10) business days following the meeting. If the grievance is settled at this Step, the settlement will be reduced to writing.

Section 7.3 - Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the City's written answer as provided to the Union at Step 3.

- 1) The City and the Union shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, pursuant to its Labor Arbitration Rules. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one arbitrator is selected.

- 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 Union and City representatives.
- 3) The City and Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel at their own cost.
- 4) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 5) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- 6) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

Section 7.4 - Limitations on Authority of Arbitrator

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

Section 7.5 - Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within the time frames set forth herein.

If a grievance is not presented by the employee or Union within the time limits set forth in this Article, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits of this procedure may be extended by mutual agreement of the parties.

ARTICLE 8 - EMPLOYEE TESTING

Section 8.1 - Statement of Policy

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

Section 8.2 - Prohibitions

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol, cannabis, any illegal drugs or any non-prescribed prescription drug at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business;
- (b) Selling, purchasing or delivering any illegal drug or cannabis at any time or on the employer's premises unless in accordance with duty requirements;
- (c) Being under the influence of alcohol, cannabis, any non-prescribed prescription drug or any illegal drug during the course of the work day;
- (d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 8.3 - Drug and Alcohol Testing Permitted

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

Section 8.4 - Order to Submit to Testing

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

Section 8.5 - Tests to be Conducted

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

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by Substance Abuse and Mental Health Services Administration (SAMHSA); including Copley Medical Center and/or Edward Hospital; Central DuPage Hospital; Good Samaritan.
- (b) Insure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement, other than officers assigned to the O.P.S., shall be permitted at any time to become a part of such chain of custody;
- (d) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) Provide the Officer tested with an opportunity to have the additional sample tested within forty-eight (48) hours of the ordered test by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Human Resources Director within forty-eight (48) hours of receiving the results of the officer's independent tests;
- (h) Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information

concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the officer's interests;

- (i) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the City from attempting to show that test results below .02 demonstrate that the officer's ability to perform his duties was impaired, but the City shall bear the burden of proof in such cases.)
- (j) Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) Insure that no officer is the subject of any adverse employment action relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 8.6 - Right to Contest

The Union and/or the officer, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Article 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. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 8.7 - Voluntary Requests for Assistance

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

Section 8.8 – Discipline

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

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

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

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

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

ARTICLE 9 - BULLETIN BOARDS

Section 9.1

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

ARTICLE 10 - LAYOFF

Section 10.1 - Layoff

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

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

Section 10.2 - Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, 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. However, officers 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 and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The 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. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond, provided the recall requests are over ninety (90) days apart.

ARTICLE 11 - LABOR-MANAGEMENT CONFERENCES

Section 11.1

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

- 1) discussion on the implementation and general administration of this Agreement;
- 2) a sharing of general information of interest to the parties;
- 3) safety issues.

Section 11.2

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings without the express written consent of each party.

Section 11.3

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

ARTICLE 12 - SENIORITY AND INTRODUCTORY PERIOD

Section 12.1 - Definition of Seniority

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

Section 12.2 - Vacation Scheduling

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

Section 12.3 - Seniority List

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

Section 12.4 - Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

- 1) quits; or
- 2) is discharged for just cause; or
- 3) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- 4) accepts gainful employment while on an approved leave of absence from the Police Department, provided that with the prior consent of the City Manager seniority will not terminate; or
- 5) is absent for three (3) consecutive scheduled work days without proper notification or authorization, and without showing just cause for the failure to so report.

Section 12.5 - Seniority for Unpaid Authorized Leave

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

Section 12.6 – Introductory Period

Newly hired officers shall serve a one (1) year introductory period of employment and upon successful conclusion of this period shall immediately thereafter be credited with seniority from the date of hire into the officer position. Periods of paid or unpaid leave will extend the introductory period accordingly. During such introductory period, officers may be disciplined or

discharged from employment by the Employer without having recourse to the Grievance and Arbitration Procedure in this Agreement.

ARTICLE 13 - LEAVES OF ABSENCE

Section 13.1 - Funeral Leave

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

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

Section 13.2 - Military Leave

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

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

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

Section 13.3 - Jury Duty Leave

Any employee summoned for jury duty on his/her regular day of work shall be given time off to serve, regardless of the shift to which he/she is assigned. The City shall not deny an employee time off for jury duty because he/she is then assigned to work a night shift.

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

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

Section 13.4 – Paid New Parent/Maternity Leave

Maternity/New Parent Leave provides employees paid time off for:

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

Time off under this policy will run concurrently with Family Medical Leave Act (FMLA) leave.

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

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

Eligibility for Maternity/New Parent Leave

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

- Is a regular full-time (i.e. not a temporary employee), and
- Has been employed with the City for at least 12 months (the 12 months do not need to be consecutive), and
- Has worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence, and
- Has filed and meet the requirements as defined under FMLA.

Employees are eligible for *Maternity* Leave if they:

- Have given birth to a child,

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

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

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

While on Maternity/New Parent Leave

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

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

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

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

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

ARTICLE 14 - HOURS OF WORK AND OVERTIME

Section 14.1 - Application of Article

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

Section 14.2 - Normal Work Periods and Overtime Pay

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

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

Section 14.3 - Callback

Callback is defined as an assignment of work which does not immediately precede or follow an 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 (1½) times their regular rate of pay. Notification for court or other assignments by telephone does not constitute callback. However, discussion of a work assignment by telephone does constitute callback and the officer will be paid for the actual time of the conversation in fifteen (15) minute increments.

Section 14.4 - Court Time

Employees covered by the terms of this Agreement, who are required to appear in court, at a coroner's inquest or other similar proceeding while on their off-duty time, shall receive a minimum of two (2) hours pay at their overtime rate or actual time spent, whichever is greater. Travel time, irrespective of the time spent in court, will be paid at the rate of one (1) hour at the overtime rate for DuPage County and two (2) hours at the overtime rate for Will County.

Section 14.5 - Court Readiness Pay

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

Section 14.6 - Bond Court Transports

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

Section 14.7 - Required Overtime

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

Permanent shifts are selected by seniority prior to the beginning of the next calendar year.

Section 14.8 - No Pyramiding

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

Section 14.9 - Changes in Normal Workweek and Workday

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

Section 14.10 - Switching of Shifts

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

Section 14.11 - Staffing Levels

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

ARTICLE 15 - HOLIDAYS

Section 15.1 - Holidays

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

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

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

Section 15.2 - Payment in Lieu of Holidays

Employees will receive compensation in the form of an extra day's pay at one-and-one-half (1½) 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 (Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day) to convert those holidays to vacation days as payment in lieu of the holidays.

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

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 16 – SUBCONTRACTING

Section 16.1

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

ARTICLE 17 - UNIFORM AND ALLOWANCE

Section 17.1

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

Section 17.2

The Employer shall replace all worn or damaged uniforms and equipment as needed by the Officer. The Employer will repair or replace within reasonable limits an officer's glasses, contact lenses, prescription sun glasses or watch (\$150.00 limit) as the result of an officer's use of

reasonable force during normal course of duty, subject to the supervisor's verification and approval by the Chief of Police.

On May 1st of each year Officers shall receive an annual uniform maintenance allowance of nine hundred dollar (\$900.00).

ARTICLE 18 - SICK AND VACATION TIME

Section 18.1

The City's TOP policy is attached hereto as Appendix D and shall apply to all employees currently on TOP. The City's PTO-11 policy is also contained in Appendix D and shall apply to all employees currently on PTO-11. All new hires shall be subject to the PTO-11 policy. Notwithstanding the foregoing, all employees, regardless of the time off plan shall be entitled to earn up to sixty (60) hours of compensatory time, use of which shall be subject to the terms set forth in Appendix D.

ARTICLE 19 - MEDICAL, DENTAL AND LIFE INSURANCE

Section 19.1

The Employer will provide a complete medical insurance program covering all full-time Employees and their dependents. The Employer will allow its employees to choose a medical plan offered in the F.O.P. Lodge # 42 collective bargaining agreement.

Section 19.2

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

Section 19.3

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

Section 19.4

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

Section 19.5

Employees participating in the medical insurance and/or dental insurance program(s) shall pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the City, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted by the City each year of the contract on January 1st. The City shall have the right to implement new employee premium contribution rates on January 1 of each year consistent with the above language regardless of whether the collective bargaining agreement has expired. Nothing herein shall restrict the Union’s right to bargain over the terms of medical and dental insurance. Medical and dental insurance employee premium contribution levels effective January 1, 2021 are appended to this agreement as **APPENDIX E**.

Section 19.6

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 F** provided that nothing in this agreement shall restrict the right of the Employer to change insurance carriers, plan administrators, networks, to self-insure, to change the method or manner of self-insurance, to implement a health insurance program with multiple plan options, to participate in programs to reduce health insurance costs, or to use health maintenance groups or other similar programs. The Union agrees that if the F.O.P. Lodge # 42 negotiates any changes to the current plan design contained in Appendix F or negotiates changes in any plan design subsequently agreed to, such changes shall be implemented for all Detention Officer bargaining unit employees at the time the negotiated changes take effect.

ARTICLE 20 - WAGES AND COMPENSATION

Section 20.1

All bargaining unit employees shall receive a wage increase of 1.50% retroactive to January 1, 2021.

Effective on January 1, 2022, all bargaining unit employees shall be paid based on the following annual step pay plan:

- Start - \$21.4609
- 1 Year -\$23.6147
- 2 Year -\$25.7684
- 3 Year - \$27.9222
- 4 Year -\$28.9991
- 5 Year - \$30.0760
- 6 Year - \$31.1529
- 7 Year - \$32.2298

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

The rates in the above pay plan shall increase each subsequent January 1 as follows:

2023 – 2.50%; 2024 – 2.50%; and 2025- 2.50%. The wage scales for each year are as follows:

<u>2023</u>	<u>2024</u>	<u>2025</u>
Start - \$21.9974	Start - \$22.5473	Start - \$23.1110
1 Year -\$24.2051	1 year - \$24.8102	1 year - \$25.4305
2 Year -\$26.4126	2 year - \$27.0729	2 year - \$27.7497
3 Year - \$28.6203	3 year - \$29.3358	3 year - \$30.0692
4 Year -\$29.7241	4 year - \$30.4672	4 year - \$31.2289
5 Year - \$30.8279	5 year - \$31.5986	5 year - \$32.3886
6 Year - \$31.9317	6 year - \$32.7300	6 year - \$33.5483
7 Year - \$33.0355	7 year - \$33.8614	7 year - \$34.7079

Section 20.2

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

ARTICLE 21 - TUITION REIMBURSEMENT PROGRAM

Section 21.1

Employees in the bargaining unit 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 22 – INDEMNIFICATION

Section 22.1

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

ARTICLE 23 - SAVINGS CLAUSE

Section 23.1

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

ARTICLE 24 - COMPLETE AGREEMENT

Section 24.1

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

ARTICLE 25 - DURATION

Section 25.1 - Term of Agreement

This Agreement shall be effective January 1, 2021 and shall remain in full force and effect until December 31, 2025. It shall continue in effect from year to year thereafter unless notice of

termination or demand to bargain is given in writing by certified mail by either party no earlier than one hundred fifty (150) days preceding expiration.

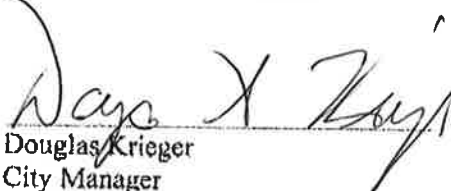
The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 25.2 - Continuing Effect


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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 24th day of August, 2021.

CITY OF NAPERVILLE


Douglas Krieger
City Manager

**FRATERNAL ORDER OF POLICE
LABOR COUNCIL**



[Print Name]



Representative, FOP Labor Council


Pam Gallahue City Clerk

**FRATERNAL ORDER OF POLICE LABOR
COUNCIL**
Naperville Detention Officers


[Print Name]





APPENDIX A
DUES AUTHORIZATION FORM

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

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

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

Date: _____ Signed: _____

_____ Address: _____

_____ City: _____

_____ State: _____ Zip: _____

_____ Telephone: _____

_____ Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council

Attn: Accounting

974 Clock Tower Drive

Springfield, Illinois 62704

(217) 698-9433

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

APPENDIX B

IAU # _____

**CITY OF NAPERVILLE POLICE DEPARTMENT
EXPUNGEMENT NOTICE**

DATE: _____

TO: Internal Affairs Unit
Naperville Police Department

FROM:
Officer _____ Badge Number _____

On _____, I received a:

_____ Verbal Counseling/Reprimand

_____ Written Reprimand

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

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

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

TO BE COMPLETED BY THE INTERNAL AFFAIRS UNIT:

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

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

Internal Affairs Unit

Date

White Copy - IAU Yellow Copy - Officer

APPENDIX C

GRIEVANCE

(use additional sheets where necessary)

Lodge/Unit No.:

Year:

Grievance No.:



Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

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

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

Briefly state the facts: _____

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

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

STEP THREE

Reasons for Advancing Grievance:

Given To:

Date:

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance:

Given To:

Date:

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX D

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:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
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.

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.

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

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

Sick Leave (TOP) – Documentation & Notification

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

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

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

Sick Leave (TOP) – Elimination Period

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

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

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

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

Sick Leave (TOP) Donation Bank

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

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

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

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

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

Sick Leave Incentive: 401(a) (TOP)

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

<u>Years of service completed</u> <u>(completed employment)</u>	<u>Days of Pay</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 incentive 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 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.

4.3 PTO - 11

Paid Time Off (PTO-11)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sick Leave (PTO-11) – Accumulation & Use

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

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

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

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

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

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

Sick Leave (PTO-11) – Documentation & Notification

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

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

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

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

Sick Leave (PTO-11) – Elimination Period

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

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

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

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

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

Years of service completed <u>(completed employment)</u>	Days of Pay <u>(based on full-time)</u>
1-4 years	1.00 day (8 hours)
5-9 years	1.15 days (9.2 hours)
10-14 years	1.35 days (10.8 hours)
15-19 years	1.40 days (11.2 hours)
20-24 years	1.50 days (12 hours)

25-29 years	1.75 days (14 hours)
30+ years	2.00 days (16 hours)

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

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

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

The sick leave incentive will be paid by the City into the employee's individual 401(a) account. The City's contribution is pre-tax. Employees will manage their own investment options available in 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 incentive year that runs from July 1st to June 30th.

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.

APPENDIX E

City of Naperville 2021 Rates					
	Total Monthly Premium	80% Employer Monthly Rate	20% Employee Monthly Rate	City Cost per pay period	Employee Cost per pay period
Blue Cross Medical Plans					
HMO Blue Advantage					
Employee	\$ 718.69	\$ 574.95	\$ 143.74	\$ 287.48	\$ 71.87
Employee + Spouse	\$ 1,421.84	\$ 1,137.48	\$ 284.36	\$ 568.74	\$ 142.18
Employee + Child(ren)	\$ 1,369.43	\$ 1,095.55	\$ 273.88	\$ 547.78	\$ 136.94
Employee + Family	\$ 2,144.52	\$ 1,715.62	\$ 428.90	\$ 857.81	\$ 214.45
PPO Plan					
Employee	\$ 828.78	\$ 663.02	\$ 165.76	\$ 331.51	\$ 82.88
Employee + Spouse	\$ 1,738.43	\$ 1,390.75	\$ 347.68	\$ 695.38	\$ 173.84
Employee + Child(ren)	\$ 1,714.72	\$ 1,371.78	\$ 342.94	\$ 685.89	\$ 171.47
Employee + Family	\$ 2,631.62	\$ 2,105.30	\$ 526.32	\$ 1,052.65	\$ 263.16
PPO Plan - Health Savings Account					
Employee	\$ 526.95	\$ 421.57	\$ 105.38	\$ 210.79	\$ 52.69
Employee + Spouse	\$ 1,109.32	\$ 887.46	\$ 221.86	\$ 443.73	\$ 110.93
Employee + Child(ren)	\$ 1,071.63	\$ 857.31	\$ 214.32	\$ 428.66	\$ 107.16
Employee + Family	\$ 1,659.69	\$ 1,327.75	\$ 331.94	\$ 663.88	\$ 165.97
Delta Dental					
Employee	\$ 39.90	\$ 31.92	\$ 7.98	\$ 15.96	\$ 3.99
Employee + 1 (Spouse or 1 Child)	\$ 81.90	\$ 65.52	\$ 16.38	\$ 32.76	\$ 8.19
Employee + Children	\$ 110.00	\$ 88.00	\$ 22.00	\$ 44.00	\$ 11.00
Employee + Family	\$ 138.60	\$ 110.88	\$ 27.72	\$ 55.44	\$ 13.86
EyeMed Vision					
Employee	\$ 6.32				\$ 3.16
Employee + One	\$ 12.36				\$ 6.18
Employee + Family	\$ 18.52				\$ 9.26

APPENDIX F

City of Naperville Health Plan Comparison

Plan Design	2020		Effective 1/1/2021		
BCBS - HMO Blue Advantage Dr. Office Visit (In-network)- PCP/Spec Individual Deductible Family Deductible Co-insurance Individual OOP Max. (including Ded) Family OOP Max. (including Ded) Inpatient Hospital Stay Outpatient Facility Copay Outpatient Surgery Rehabilitation (max per year all therapies - 80 visits) ER Copay Rx Copays (In-Network) RX Out of Pocket Maximum (Ind/Family) Pharmacy Provider	2020 In-Network \$20 PCP/\$40 Spec/\$0 Wellness None None 100% \$1,500 \$3,000 \$250/Admission \$150 \$0 \$0 \$150 \$10/\$35/\$50 \$2,500 Ind/\$5,000 Family Prime Therapeutics		Effective 1/1/2021 In-Network \$25/\$50 None None 100% \$2,500 \$5,000 \$250/day for 1st 3 days/calendar year \$150 \$0 \$25/visit \$300 \$10/\$40/\$60/100 \$2,500 Ind/\$5,000 Family Prime Therapeutics		
BCBS - PPO Dr. Office Visit (In-network)- PCP/Spec Virtual Visit Individual Deductible Family Deductible Co-insurance* Individual OOP Max. (including Ded) Family OOP Max. (including Ded) Outpatient Facility-Imaging*: CT/PET scans, MRI Outpatient Facility-Diagnostic Tests: X-rays, blood work *Empower Wellbeing Mgmt: Prior authorization required for cardiology, advanced imaging and sleep medicine Inpatient Hospital Stay ER Copay Rx Copays (In-Network) RX Out of Pocket Maximum (Ind/Family) Pharmacy Provider	In-Network \$20 PCP/\$40 Spec, then 90% , \$0 Wellness \$10 Copay \$500 \$1,500 90% \$3,000 \$9,000 \$100 Copay plus coinsurance \$100 Copay plus coinsurance \$150 Copay plus coinsurance 90% After Ded \$10/\$35/\$50 \$2,500 Ind/\$5,000 Family CVS/Caremark	Out-of-Network Deductible/coinsurance \$1,000 \$3,000 70% \$6,000 \$18,000 Deductible/coinsurance Deductible/coinsurance Deductible/coinsurance Deductible/coinsurance	Blue Choice PPO \$20 PCP/\$40 Spec, then 85% ; \$0 Wellness \$10 copay \$500 \$1,500 85% \$3,000 \$9,000 85% after Deductible and pre- authorization* 85% after Deductible and pre- authorization* Prior authorization required 85% 85% After Deductible	PPO \$30 PCP/\$50 Spec, then 65%; \$0 Wellness \$10 copay \$1,000 \$3,000 65% \$4,000 \$12,000 65% after Deductible and pre- authorization* 65% after Deductible and pre- authorization* Prior authorization required 65% 85% after Deductible	Out-of-Network Deductible/coinsurance \$10 copay \$2,000 \$6,000 50% \$6,000 \$18,000 Deductible/coinsurance and pre-authorization* Deductible/coinsurance and pre-authorization* Prior authorization required 50% 85% After Deductible
			20% up to max copay of \$10/\$40/\$60/100 \$2,500 Ind/\$5,000 Family		
BCBS - PPO High Deductible Dr. Office Visit (In-network)- PCP/Specialist, Hospitalization Virtual Visit Individual Deductible Employee + Spouse Deductible Employee + Child(ren) Deductible Family Deductible Co-insurance * *Empower Wellbeing Mgmt: Prior authorization required for cardiology, advanced imaging and sleep medicine Individual OOP Max. (including Ded) Emp + Spouse OOP Max. (including Ded) Emp + Child(ren) OOP Max. (including Ded) Family OOP Max. (including Ded) Emergency Room Copay Rx Copays (In-Network) RX Out of Pocket Maximum (Ind/Family) Generics only Preventive Therapy Drug List Pharmacy Provider City Discretionary Contribution into Health Savings Account Employee Employee + Spouse Employee + Children Employee + Family Matching Contribution Program City will match every dollar you contribute before tax up to the Employee Employee + Spouse Employee + Children Employee + Family	In-Network 80% After Ded/100% Wellness 80% After Deductible \$2,500 \$5,000 \$5,000 \$5,000 80% / 20% \$5,000 \$10,000 \$10,000 \$10,000 80% After Ded 80% After Ded Combined with OOP Max 80% before Deductible CVS/Caremark Before Tax Contribution \$1,250 per year (\$825 Jan / \$925 July) \$2,500 per year (\$1,250 Jan / \$1,250 July) \$2,500 per year (\$1,250 Jan / \$1,250 July) \$2,800 per year (\$1,400 Jan / \$1,400 July)	Out-of-Network Deductible/coinsurance 80% After Deductible \$2,500 \$5,000 \$5,000 \$5,000 80% / 40% \$5,000 \$10,000 \$10,000 \$10,000 80% After Ded 80% After Ded Combined with OOP Max 80% before Deductible CVS/Caremark Before Tax Contribution \$1,250 per year (\$825 Jan / \$925 July) \$2,500 per year (\$1,250 Jan / \$1,250 July) \$2,500 per year (\$1,250 Jan / \$1,250 July) \$2,800 per year (\$1,400 Jan / \$1,400 July)	Blue Choice PPO 85% After Deductible * 100% Wellness 85% After Deductible \$2,500 \$5,000 \$5,000 \$5,000 85% / 15% * Prior authorization required \$5,000 \$10,000 \$10,000 \$10,000 85% After Deductible* 80% After Ded	PPO 65% After Deductible* 100% Wellness 85% After Deductible \$2,500 \$5,000 \$5,000 \$5,000 65% / 35% * Prior authorization required \$5,000 \$10,000 \$10,000 \$10,000 85% After Deductible* 80% After Ded	Out-of-Network 50% After Deductible * 85% After Deductible \$3,000 \$6,000 \$6,000 \$6,000 50% / 50% * Prior authorization required \$10,000 \$15,000 \$15,000 \$15,000 85% After Deductible* 80% After Ded
			Combined with Out Of Pocket Max 80% before Deductible CVS/Caremark Before Tax Contribution \$1,250 per year (January with clawback) \$2,500 per year (January with clawback) \$2,500 per year (January with clawback) \$2,800 per year (January with clawback)		
			Matching Contribution Program Before Tax Contribution \$625 \$1,250 \$1,250 \$1,400		
			Matching Contribution Program Before Tax Contribution \$700 \$1,300 \$1,300 \$1,500		

* Prior authorization may be required on certain services