## **Collective Bargaining Agreement**

By and Between

The City of Naperville

And

The Metropolitan Alliance of Police

Chapter #582

**January 1, 2023 – December 31, 2027** 

TABLE OF CONTENTS			
ITEM	DESCRIPTION	PAGE #	
COVER		-	
TABLE OF CONTENTS		-	
PREAMBLE		1	
ARTICLE I	RECOGNITION	1	
Section 1.1	Recognition	1	
Section 1.2	Fair Representation	1	
Section 1.3	Probationary Period	1	
ARTICLE II	NON-DISCRIMINATION	2	
Section 2.1	Prohibition against Discrimination - ILRA	2	
Section 2.2	Prohibition Against Discrimination Generally	2	
Section 2.3	Gender/Terms	2	
Section 2.4	Chapter Representation	2	
ARTICLE III	MANAGEMENT RIGHTS	3	
Section 3.1	Management Rights	3	
ARTICLE IV	NO STRIKE		
Section 4.1	No Strike	5	
Section 4.1	No Lockout	5	
Section 4.2	Penalty	5	
Section 4.4	Judicial Restraint		
Section 4.4	Judiciai Restraint	5	
ARTICLE V	DUES DEDUCTION AND FAIR SHARE	6	
Section 5.1	Dues Fee Deduction	6	
	Dues 1 ee Deddellon		
ARTICLE VI	MEMBER SECURITY	6	
Section 6.1	Personnel Files		
Section 6.2	Right of Inspection	6	
Section 6.3	Rights to Copy	7	
Section 6.4	Right to Rebuttal 7		
ARTICLE VII	SENIORITY	7	
Section 7.1	Definition of Seniority	7	
Section 7.2	Seniority List	7	
Section 7.3	Termination of Seniority	8	

Section 7.4	Accrual of Seniority	1 8	
ARTICLE VIII	GRIEVANCE PROCEDURE	1 8	
Section 8.1	Definitions Definitions		
Section 8.2	Grievance Procedure		
Section 8.2.1	Grievance Frocedure  Grievance Form		
Section 8.2.2	Contents of Grievances	9	
Section 8.2.3	Scheduling	9	
Section 8.2.4	Timeframe for Filing	9	
Section 8.2.5	Timeframe for Appeal	9	
Section 8.2.6	Bypassing Steps	9	
Section 8.2.7	Chapter Representation	9	
Section 8.2.8	Step 1	10	
Section 8.2.9	Step 2	10	
Section 8.2.10	Step 3	1	
Section 8.3	Arbitration	1	
Section 8.4	Limittions on Authority of Arbitrator	12	
Section 8.5	Grievance Processing	1.	
ARTICLE IX	Discipline	1.	
Section 9.1	Discipline for Just Cause	13	
Section 9.2	Oral or Written Reprimand		
Section 9.3	Suspension Without Pay	13	
Section 9.4	Termination of Employment	1.	
Section 9.5	Conduct	14	
Section 9.6	Disciplinary Questioning	14	
ARTICLE X	DRUG FREE WORKPLACE	1 14	
Section 10.1	Drug Free Workplace	14	
Section 10.2	Right to Consult	14	
Section 10.3	Right to Contest	14	
ARTICLE XI	LAYOFF AND RECALL	1.5	
Section 11.1	Layoff	15	
Section 11.2	Recall	1.5	
ARTICLE XII	LABOR-MANAGEMENT CONFERENCES	15	
Section 12.1	Purpose of Labor Management Meetings	15	
Section 12.2	Scope of Labor Management Conferences	16	
Section 12.3	Attendance	16	
Section 12.4	Employee Email	16	
ARTICLE XIII	Sick Leave Payout	16	
ARTICLE XIV	BENEFITS APPLICABLE TO TIER 2 EMPLOYEES	17	
Section 14.1	Benefits Applicable to Tier 2	17	

ARTICLE XV	HOURS OF WORK AND OVERTIME			
Section 15.1	Application of Article	17		
Section 15.2	Normal Work Hours	18		
Section 15.3	Court Time	18		
Section 15.4	Timekeeping	18		
Section 15.5	Start Time and Time Off Selection	18		
Section 15.6	Overtime	19		
Section 15.7	No Pyramiding	19		
Section 15.8	Call Off for Unscheduled Absences	19		
Section 15.9	Temporary Shift Coverage for Extended Absences	19		
Section 15.10	Switching of Shift Schedule Slots	20		
Section 15.11	Interpreting	20		
ARTICLE XVI	HOLIDAYS	20		
Section 16.1	Holidays	20		
Section 16.2	Holiday Compensation	21		
ARTICLE XVII	LEAVES	21		
Section 17.1	Funeral Leave	21		
Section 17.1		21		
Section 17.2	Military Leaves	22		
Section 17.4	Jury Duty Leaves	22		
Section 17.4	Maternity / New Parent Leave	22		
ARTICLE XVIII	TIME OFF UNDER TOP	22		
Section 18.1	Time Off Plan (TOP)			
A DOUGH E AMA				
ARTICLE XIX	UNIFORMS AND EQUEPTMENT	23		
Section 19.1 Uniforms and Equipment		23		
ARTICLE XX	SUBCONTRACTING	23		
Section 20.1	Subcontracting	23		
	<u> </u>			
ARTICLE XXI	TUITION REIMBURSEMENT PROGRAM	23		
Section 21.1	Tuition Reimbursement Program	23		
ARTICLE XXII	MEDICAL, DENTAL AND LIFE INSURANCE	24		
Section 22.1	Reference to Appndix D	24		
Section 22.2	Reference to Appndix E	24		
Section 22.3	Life Insurance	24		
Section 22.4	Medical Expense Reimbursement Plan, 25			
Section 22.5	Terms of Policies to Govern 25			
ARTICLE XXIII	WAGES AND COMPENSATION	25		

Section 23.1	Reference to Appendix F	25
ARTICLE XXIV	SUPERVISORY WORK	26
Section 24.1	Supervisory Work	26
Section 24.1	Supervisory work	20
ARTICLE XXV	BULLETIN BOARDS	26
Section 25.1	Bulletin Boards	26
ARTICLE XXVI	SAVINGS CLAUSE	26
Section 26.1	Savings Clause	26
ARTICLE XXVII	TERM	27
Section 27.1	Term of the Agreement	27
ARTICLE XXVIII	COMPLETE AGREEMENT	27
Section 28.1	Entire Agreement	27
	SAMO FIGURALIA.	21
APPENDIX A	GRIEVANCE FORM	29
A DDENIDIN D	DAID AND INDAID THE OFF	
APPENDIX B	PAID AND UNPAID TIME OFF	31
APPENDIX C	MATERNITY LEAVE / NEW PARENT LEAVE	2
APPENDIX D	2024 HEALTH INSURANCE RATES	-
APPENDIX E	HEALTH INSURANCE PLAN SUMMARY	
APPENDIX F	WAGE RATE CHART	19
MI ENDIN	WIGERIE CHART	

#### **PREAMBLE**

The purpose of this Agreement is the promotion of harmonious relations between the City and the Chapter, the establishment of a prompt, equitable and peaceful procedure for the resolution of differences, and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit Record Specialists. Therefore, in consideration of the mutual promises and agreements contained herein, the City and the Chapter do mutually promise and agree as follows:

## **AGREEMENT**

This Agreement has been made and entered into by and between the CITY OF NAPERVILLE, (hereinafter referred to as the "City", or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE – NAPERVILLE CIVILIANS CHAPTER #582 (hereinafter referred to as "Chapter") on behalf of certain employees described in Article 1 (hereinafter referred to as "Record Specialists", "Employees", or "Members").

# ARTICLE 1 RECOGNITION

## Section 1.1 Recognition

In accordance with the Illinois State Labor Relations Board's (ISLRB) Certification of Representation dated January 28, 2010, as S-RC-10-153, the City hereby recognizes the Chapter as the sole and exclusive collective bargaining representative for all persons employed full-time and probationary by the City of Naperville Police Department in the position or title of Records Specialist, but excluding all managerial, confidential and supervisory employees as defined by the Illinois Public Relations Act (hereinafter referred to as the "Act"), and all other employees of the City of Naperville.

#### Section 1.2 Fair Representation

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

#### Section 1.3 Probationary Period

Effective to any members hired after the effective date of this Agreement, the probationary period (hereinafter "Probationary Period") for Record Specialists shall be twelve (12) months

from the date of hire as Record Specialists. Except as otherwise provided herein, during the Probationary Period the employee is entitled to all rights, privileges, and benefits under this Agreement except that a Probationary Employee may be disciplined or discharged at any time within the Probationary Period with or without just cause, and such action shall not be subject to the Grievance Procedure or Arbitration.

#### **ARTICLE 2**

## **NON-DISCRIMINATION**

## Section 2.1 Prohibition against Discrimination for Exercise of Rights under the ILRA

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

## Section 2.2 Prohibition Against Discrimination Generally

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

#### Section 2.3 Gender/Terms

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

When the term "Records Supervisor" is used, it shall be understood to mean "Records Supervisor or her designee".

When the term "Records Section" is used, it shall be understood to mean the Record Specialists and Records management.

## Section 2.4 Chapter Representation

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

## **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 its affairs in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- 1. To plan, direct, control and determine the budget and all the operations, services and missions of the City.
- 2. To supervise and direct the working forces.
- 3. To hire and promote employees.
- 4. To establish the qualifications for employment and to employ employees.
- 5. To schedule and assign work.
- 6. To examine employees.
- 7. To establish specialty positions and to select and/or transfer personnel for such positions.
- 8. To establish work and productivity standards, and from time to time, to change those standards.
- 9. To assign overtime, to contract out for goods and services.
- 10. To determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased.
- 11. To determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement subject to the subcontracting provisions contained herein.
- 12. To make, alter and enforce reasonable rules, regulations, orders, policies and procedures.
- 13. To evaluate members.
- 14. To discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause).
- 15. To change or eliminate existing methods, equipment or facilities or introduce new ones.

- 16. To establish and modify standards and/or criteria for employee training and education and assign employees to training and education for job related duties.
- 17. To determine work hours (shift hours).
- 18. To change, combine or modify job duties within the framework provided for in the Illinois Labor Relations Act.
- 19. To determine internal investigation procedures.
- 20. To take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the mayor or his authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes), which actions may include the suspension of the provisions of this Agreement provided that wage rates shall not be suspended and providing that all provisions of this Agreement shall be promptly removed once a civil emergency condition ceases to exist, and to carry out the missions of the City. In the event of such emergency action, the provisions of this Agreement pertaining to usage of accumulated leave time may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

Inherent managerial functions, prerogatives and policy-making rights which the City has not expressly restricted 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 Section 4 of the Illinois Public Labor Relations Act and shall not conflict with any of the express written provisions of this Agreement. All matters not specified in this Agreement shall be subject to the provisions of the City of Naperville Employee Policy Manual as amended from time to time, and the rules, regulations and general orders of the Police Department.

## **NO STRIKE**

## Section 4.1 No Strike

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

## Section 4.2 No Lockout

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

## Section 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 Record Specialist actually engaged in such prohibited conduct. The discipline imposed for such violations shall not be subject to the Grievance provisions. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Parties retain their respective rights as set forth in the Illinois Public Labor Relations Act.

## Section 4.4 Judicial Restraint

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

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

## Section 5.1 Dues Fee Deduction

- (a) Upon receipt if a written and signed authorization form from an employee, the Employer shall deduct the amount of Chapter 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 Metropolitan Alliance of Police at the address designated by the Chapter in accordance with the laws of the State of Illinois. The Chapter 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 Chapter shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Chapter, and costs arising from or incurred because of any act taken or not taken by the Employer in complying with or carrying out the provisions for this Article, provided the Employer does not initiate or prosecute such action.

## **ARTICLE 6**

#### MEMBER SECURITY

#### **Section 6.1** Personnel Files

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

#### Section 6.2 Right of Inspection

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

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

## Section 6.3 Rights to Copies

A Record Specialist shall be entitled to copies of any material in her Personnel File unless an exception set forth in Section 10 of the Personnel Record Review Act applies.

## Section 6.4 Right to Rebuttal

In the event that a Record Specialist's Personnel File contains material which the Record Specialist believes is adverse to the Record Specialist, said Record Specialist shall have the right to have placed in her Personnel File a written rebuttal to said material.

Records of investigations of misconduct and disciplinary action following therefrom 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 year
- Sustained/written reprimand: after three years
- Sustained suspension: after five years (unless an allegation involving excessive force, sexual harassment, discrimination, dishonesty in the performance of official police duties, or criminal conduct as referenced below.)
- Sustained suspension for substance abuse six years.

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

#### **ARTICLE 7**

## **SENIORITY**

## Section 7. 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 with the Records Unit.

#### Section 7.2 Seniority List

The Records Supervisor shall prepare a list setting forth the current Seniority dates for all Record Specialists covered by this Agreement ("Seniority List"). The Seniority List shall be updated from time to time as changes occur in Record Specialist Seniority. The Records

Supervisor shall provide the Record Specialists with up-to-date copies of the Seniority List prior to the annual Time Off Selection Day described in Article 15.

## Section 7.3 Termination of Seniority

A Record Specialist's Seniority shall be lost when she:

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

## Section 7.4 Accrual of Seniority

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

## **ARTICLE 8**

## **GRIEVANCE PROCEDURE**

## **Section 8.1 Definitions**

A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or Holidays. A "Grievance" is defined as a dispute raised by a Records Specialist or by the Chapter involving an alleged violation of an express provision of this Agreement.

#### Section 8.2 Grievance Procedure

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

## 8.2.2 <u>Contents of Grievances - All Grievances shall set forth the following:</u>

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

Grievances that do not contain each of these elements may be returned to the Grievant by the Records Supervisor within three (3) calendar days of receipt with a note indicating what is missing. The timeframe for response at Step 1 will be stayed until the Grievance form is submitted. The Grievant shall have five (5) calendar days to resubmit the Grievance to her Supervisor with a copy to the Records Supervisor. Upon resubmission, the Grievance shall be processed as is and the timeframe for responding thereto shall be calculated from the day following resubmission.

- **8.2.3** Scheduling: Grievance meetings provided for each Step described below shall be scheduled in a manner that does not interfere with the efficient operation of the Records Section.
- **8.2.4** Timeframe for Filing a Grievance: All Grievances must be tendered to the Records Specialist's Supervisor, with a copy to the Records Supervisor, no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the Grievance, or within seven (7) calendar days after the Records Specialist or the Chapter, through the use of reasonable diligence, could have obtained knowledge of the occurrence or of the event giving rise to the Grievance. No Grievance shall be entertained or processed unless it is submitted within the time-frames set forth above. If a Grievance is not timely presented, it shall be considered waived and may not be further pursued.
- 8.2.5 <u>Timeframe for Appeal</u>: Any appeal from Step 1 to Step 2 or from Step 2 to Step 3 shall be made within seven (7) calendar days after a response at any Step has been issued by the City. If a Grievance is not appealed within the timeframe specified, it shall be considered settled on the basis of the City's response at the last Step and any further appeal shall be deemed waived. If the City does not respond to a Grievance within the specified timeframe at Step 1 or Step 2, the Grievant and/or the Chapter may elect to treat the Grievance as denied at that Step and appeal the Grievance to the next Step. The timeframes specified in this Section 8 may be extended by mutual agreement of the parties.
- **8.2.6 Bypassing Steps:** The parties may, by mutual written agreement in a specific instance, agree to bypass one or more steps of the Grievance Procedure.

## 8.2.7 Chapter Representation

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

A Chapter Representative shall be allowed to represent a Records Specialist-Grievant at a meeting held pursuant to Grievance Procedure Steps 1-3 if requested by the Grievant to do so. If such a meeting occurs during work hours, the Chapter Records Specialist may attend without loss of pay. No more than one (1) Records Specialist shall be present at any Step of the Grievance Procedure. The Grievant is not included in this limitation. Records Specialists who are required witnesses are not included in this limitation so long as their attendance is strictly limited to the time period necessary for them to testify.

## 8.2.8 Step 1:

Any Records Specialist and/or Chapter Representative who has a Grievance shall submit the Grievance in writing on the Grievance Form to the Records Supervisor, in accord with the provisions of Section 8.2.1 - 8.2.5.

- (a) The Records Supervisor, or her designee, shall investigate the Grievance. In the course of such investigation the Records Supervisor shall offer to discuss the Grievance with the Grievant and an authorized Chapter representative, if one is requested by the Records Specialist, within seven (7) calendar days of receipt at a time mutually agreeable to the parties.
- (b) The Records Supervisor or her designee, shall provide a written summary of her response, or the resolution if one is agreed upon, within seven (7) calendar days following said meeting.

## 8.2.9 Step 2:

A Grievance may be appealed to Step 2 of the Grievance Procedure if it is not adjusted at Step 1 upon submission of a written appeal to the Police Chief on the Grievance Form within ten (10) calendar days of receipt of the decision rendered at Step 2. The Grievance shall state the basis upon which the Grievant believes the Grievance was improperly denied at Step 1.

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

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

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

## 8.2.10 Step 3:

If a Grievance is not settled at Step 2 and the Chapter desires to appeal, the appeal shall be submitted in writing by the Chapter to the City Manager within ten (10) calendar days of receipt of the decision rendered at Step 2. The grievance shall specifically state the basis upon which the Grievant believes the Grievance was improperly denied at Step 2.

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

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

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

## Section 8.3 Arbitration

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

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

- More than one Grievance may be submitted to the same Arbitrator only if both parties mutually agree to do so in writing.
- Both parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to the Arbitrator. Those facts and issues agreed upon shall be designated as "Agreed". Those facts and issues not agreed upon shall be designated as "Disputed Grievant's Disputed Statement of Facts & Issues" or "Disputed City Disputed Statement of Facts & Issues".
- 5) The City and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Each party shall bear the costs of its own witnesses and for the production of documents.
- 6) The City and the Chapter retain the right to employ legal counsel at their own expense.
- 7) The Chapter and the City may request that, if possible, the Arbitrator submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 8) The fees and expenses of the Arbitrator shall be divided equally between the City and the Chapter.
- 9) If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party also desires a copy of the record, it shall share equally in the cost of the record. In the event that the Arbitrator requests a copy of the transcript, the parties shall share equally in the cost of the record.

## Section 8.4 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 a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The Arbitrator shall be empowered to determine the issue raised by the Grievant as submitted in writing at Step 1. The Arbitrator shall have no authority to decide 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 the Constitution of the State of Illinois, state statutes, and applicable court

decisions. Any decision or award of the Arbitrator rendered within the limitations of this Section shall be final and binding upon the City, the Chapter and the Records Specialists covered by this Agreement.

## Section 8.5 Grievance Processing

Reasonable time while on duty, subject to the employer's staffing needs, shall be granted to a designated union representative (a maximum of two (2) employees shall be so designated) for aiding, assisting or otherwise representing employees in the handling and processing of grievances, and shall be without loss of pay.

#### **ARTICLE 9**

## **DISCIPLINE**

## Section 9.1 Discipline for Just Cause

In general, the City will practice progressive discipline. Record Specialists shall not be disciplined except for just cause. When just cause exists, the City shall have the right to invoke one or more of the following disciplinary measures set forth below.

## Section 9.2 Oral or Written Reprimand

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

A written reprimand may be issued by the Records Supervisor or by a supervisor in the employee's chain of command. When a supervisor issues a written reprimand, it should be countersigned by the Records Supervisor. A copy of the written reprimand shall be given to the Record Specialist, and another shall be placed in the Record Specialist's personnel file.

#### Section 9.3 Suspension Without Pay

This is the temporary removal of a Record Specialist from employment accompanied by a concurrent and temporary loss of wages. The Police Chief, or his designee, has the authority to implement a suspension of a Record Specialist up to a maximum of three (3) days. Any suspension greater than three (3) days must be approved by the City Manager.

## Section 9.4 Termination of Employment

Termination of employment is the act of discharge from employment and the permanent loss of all privileges of employment. The Deputy Director of Administrative Services may recommend to the Police Chief, or his designee, that a Record Specialist be terminated from her employment.

This provision does not waive any right an employee may have under the Grievance Procedure set forth in Article 8.

## Section 9.5 Conduct

The parties agree that they shall treat each other with respect and courtesy.

## Section 9.6 Disciplinary Questioning

Nothing herein shall be construed as a waiver of Record Specialists' rights under the Illinois Public Labor Relations Act to union representation during disciplinary questioning if requested.

## **ARTICLE 10**

## DRUG FREE WORKPLACE

## Section 10.1 Drug Free Workplace

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

## Section 10.2 Right to Consult

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

#### Section 10.3 Right to Contest

The Chapter and/or the member, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Article contesting the basis for the order to submit to the tests, the administration of the tests, the significance and accuracy of the tests, or results or any other alleged violation of this Article. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that members may have with regard to such testing. Members retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Chapter.

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

## LAYOFF AND RECALL

#### Section 11.1 Layoff

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

## Section 11.2 Recall

Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, members 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, members recalled to duty shall be subject to a reasonable amount of retraining at the discretion of the Chief of Police, members 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 member by certified or registered mail with a copy to the Chapter, provided that the member 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 member, it being the obligation and responsibility of the member to provide the Police Chief or his designee with his latest mailing address. If a member 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 12**

## **LABOR-MANAGEMENT CONFERENCES**

## Section 12.1 Purpose of Labor Management Meetings

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

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

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

- 1) discussion on the implementation and general administration of this Agreement;
- 2) a sharing of general information of interest to the parties;
- 3) notifying the Chapter of changes in conditions of employment contemplated by the Employer which may affect members; and
- 4) safety issues.

## Section 12.2 Scope of Labor Management Conferences

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

## Section 12.3 Attendance

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

## Section 12.4 Employee Email

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

## **ARTICLE 13**

#### **SICK LEAVE PAY OUT**

When an employee on TOP plan (see Article 14) is retirement eligible under the provisions of IMRF, their sick leave accruals will be processed as follows:

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

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

The City will pay out the sick leave accruals into the employee's RHSP account within 30 days following the eligible employee's final rate of earnings for an IMRF pension, nor will it be subject to IMRF member contributions.

To qualify for the RHSP, an employee must meet the retirement eligibility requirements as defined by IMRF regulations. Any sick leave hours over 720 hours up to 960 hours may be used to purchase IMRF service credit as governed by IMRF rules.

## **ARTICLE 14**

# BENEFITS APPLICABLE TO RECORD SPECIALISTS HIRED ON OR AFTER JULY 1, 2011 [Tier 2 Employees]

## Section 14.1 Benefits Applicable to Records Specialists Hired on July 1, 2011 or Later

City employees hired before July 1, 2011 are referred to in the City as "Tier 1 Employees". City employees hired on or after July 1, 2011 are referred to in the City as "Tier 2 Employees".

Tier 2 Employees are entitled to certain benefits which are different from Tier 1 Employees. The following provisions in this Agreement apply to Tier 2 Employees only:

**Holidays:** Notwithstanding any other provision of Article 16 ("Holidays"), Tier 2 Employees are entitled to the same holidays as Tier 1 Employees except that they are not eligible for floating holidays.

**Paid Time Off:** Notwithstanding any other provision of Article 18 ("Time Off under TOP"), Tier 2 Employees are not eligible to participate in the City's "TOP" (Time Off Program"). Tier 2 Employees shall instead be governed by the City's Paid Time Off -2011 Plan ("PTO-11 Plan) which shall govern all matters related to paid time off and utilization and all other topics included in the Plan. The TOP and PTO-11 are appended hereto as **Appendix B**.

## **ARTICLE 15**

## **HOURS OF WORK AND OVERTIME**

## **Section 15.1 Application of Article**

The normal work week shall consist of forty (40) hours Monday through Friday. The provisions of this Article shall be used to calculate overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

## Section 15.2 Normal Work Hours

The parties understand and agree that the Employer has the need to staff its weekday operations on a flexible basis to ensure maximum efficiency and to cover the hours of 6:00 a.m. through 6:00 p.m. With these understandings, the parties agree to the following:

- 1. The Employer shall create an eight (8) hour shift schedule with varied starting times based upon its operational needs, although no shift shall start before 6:00 a.m. or after 10:00 a.m. Employees shall have the right to select their preferred start time based on seniority and may be assigned a start time based upon reverse seniority consistent with the process in Section 15.5 below.
- 2. The starting times and number of slots for each starting time shall be determined by the Employer in consultation with local union representatives. The Employer will consider the Union's input on the starting times and number of slots for each starting time, but the Employer retains the right to make the final decision based upon its operational needs. The parties agree that they shall meet and discuss the starting time/number of slots issue prior to each shift and time off selection period referenced in Section 15.5.
- 3. Employees upon twenty-four (24) notice can request to temporarily change their work hours if needed for personal reasons, for a specific day or days provided the Employer agrees to the temporary change.
- 4. In the event that a project or other non-regular work duty needs to be accomplished, and the Employer determines that working outside of the regular hours of service would be beneficial (E.g. FOIA responses on Saturday) employees may, by agreement, adjust their work schedule so that it includes hours outside of their normal work schedule. The Employer will provide as much notice as practicable if such hours are requested.

#### Section 15.3 Court Time

Record Specialists who are required to appear in court pursuant to subpoena for an issue related to their employment while on their off-duty time shall receive a minimum of two (2) hours pay at their overtime rate of pay.

## Section 15.4 Timekeeping

Record Specialists shall swipe in and out of the timekeeping system provided by the City on a timely basis. Record Specialists who inadvertently swipe in early or late shall promptly notify their Supervisor to that effect by e-mail so that their time record may be corrected.

## Section 15.5 Start Time and Time Off Selection

Start Time and Time Off Selection Day. During the first or second week of October in each year, one day shall be designated by the Employer as the "Start Time and Time Off Selection Day". On that day, all Specialists and the Employer shall convene in an Employer designated location. At that time each Specialist, in Seniority order, shall submit their first choice for time off (including holidays, vacation and personal days). After every Specialist has made their first choice, the process shall continue until the selection process is complete. Attendance in person is preferred to complete this process. However, if a Specialist is unable to be present due to an

emergency or a preapproved day off, they may attend by telephone or may email their preferred days off to the Records Supervisor who shall act on their behalf during selection. Management reserves the right to review the schedule and provide final approval.

## Section 15.6 Overtime

Record Specialists shall have any hours exceeding forty (40) in a week paid at the rate of one-and-one-half (1-1/2) times their regular rate of pay. Overtime pay will be in fifteen (15) minute increments. Hours worked for the purpose of overtime include paid time off, such as vacation, PTO, floating and scheduled holidays, and sick time.

Overtime may be authorized by the Records Supervisor or his/her designee. Overtime may be verbally approved but shall be followed up with written confirmation which may be by e-mail. Except where overtime is assigned based upon the most senior person on a Shift, the overtime posting or schedule adjustment may specify that employees will be selected based on ongoing involvement in a specific matter, possession of specific skills or have a particular ability or experience. Such limitations will be reasonable and be posted in the overtime or schedule adjustment notice. If none of the above criteria apply or more than one employee meets all of the criteria, the selection shall be based upon seniority. Individual employees shall not be solicited for overtime.

Mandatory overtime may be required by the Records Supervisor for all Record Specialists.

## Section 15.7 No Pyramiding

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

## Section 15.8 Call Off for Unscheduled Absences

An employee unable to work due to an emergency (hereinafter referred to as a "Call In") shall notify the Records Supervisor or Supervisor, or their designee, as soon as possible. The Records Supervisor shall, at his/her sole discretion, determine whether it is necessary to provide coverage for the Call In. If coverage is deemed necessary, the Records Supervisor may offer employees who have a scheduled day off the ability to come into work.

## Section 15.9 Temporary Shift Coverage for Extended Absences

In the event that a Record Specialist will be absent from her shift schedule slot for an extended period of time, the Records Supervisor may, at his/her sole discretion, notify the Record Specialists of the situation and seek volunteers to provide coverage for the affected slot. If more than one Record Specialist desires to fill the temporarily vacant slot, seniority shall govern the selection of the individual assigned. If there are no volunteers, reverse seniority shall be applied in filling the absence.

## Section 15.10 Switching of Shift Schedule Slots

Record Specialists may request to be allowed to switch shift schedule slots so long as the switch occurs during the same work week and does not trigger any overtime. The request shall be submitted in writing, signed by both Record Specialists, and directed to the Records Supervisor for approval. Once a slot switch has been approved, the Record Specialists shall be required to honor their request.

## Section 15.11 Interpreting

In the event that a Record Specialist is requested by the Employer to assist with interpretation on site (at the Police Department), the Record Specialist shall do so. Interpretation on site shall include general customer service and assisting citizens at the police department. It shall not include transcription of criminal interrogations or the writing or transcribing of police reports. In the event that a Record Specialist is requested to go off site to interpret on behalf of the Employer, or to perform other services outside the scope of this section, he or she shall have the right to deny such request and such denial shall in no way be a basis for discipline against the Record Specialist. If the Record Specialist consents to assist with interpreting off site, he or she shall be escorted to and from the site by a representative of the Police Department. The Records Supervisor or Supervisor shall be informed of any occurrence where a Record Specialist assists with interpreting and shall make any necessary accommodation to that Record Specialist's workload.

## **ARTICLE 16**

## **HOLIDAYS**

#### Section 16.1 Holidays

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

- New Year's Day
- Memorial Day (last Monday in May)
- July 4th
- Labor Day (first Monday in September)
- Veterans' Day
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Eve
- Christmas Dav
- Three (3) Floating Holidays (not applicable to employees on PTO -11) Floating holidays must be used in one day increments and are subject to the prior approval of the Records Supervisor.

By October of each calendar year, the upcoming year's actual holiday schedule will be published by the Employer's Human Resources Department. Generally, when an above-listed holiday falls on a Saturday, it will be observed on the preceding Friday. Generally, when an above-listed holiday falls on a Sunday, it will be observed on the following Monday. When a particular calendar year presents a need to deviate from this holiday observance procedure (e.g., during leap years), the final decision will be at the discretion of the City Manager and published by Human Resources.

## Section 16.2 Holiday Compensation

Eight (8) hours of straight time shall be paid to all regular and Introductory period full-time Record Specialists for each Holiday.

A Record Specialist on paid leave will receive holiday pay for any Holiday that falls during said leave period, provided the workday immediately prior to <u>and</u> immediately following the Holiday are paid leave or paid workdays. If a Record Specialist takes an unpaid day off on the workday immediately before or after a Holiday listed in Section 16.1 above, she will not receive pay for that Holiday.

Should a Record Specialist be required to work on a scheduled Holiday listed in Section 16.1 above (other than a floating holiday), she will be paid one and a half times (1 ½) her regular rate of pay for each hour worked in addition to receiving eight (8) hours of straight time for holiday pay.

If a Record Specialist is on unpaid leave, she will not receive holiday pay. A suspension without pay will result in the loss of holiday pay.

Record Specialists are not eligible for payment in lieu of holidays.

## **ARTICLE 17**

## **LEAVES**

#### **SECTION 17.1** Funeral Leave

When there is a death in the immediate family, a full time Record Specialist will be granted up to three consecutive workdays off between the date of death and the date of the funeral or other memorial service. A workday is defined as an employee's regularly scheduled hours for that day. These hours shall be granted without loss of pay and without charge to accrued leave.

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

Time taken in addition to the three consecutive workday funeral leave may be taken under other provisions of this Agreement at the discretion of the Record Specialist with approval of the

Records Supervisor and will be chargeable to other accrued leaves excluding sick leave.

## SECTION 17.2 Military Leave

A Record Specialist shall receive military leave and seniority in accordance with applicable law as amended from time to time.

## SECTION 17.3 Jury Duty Leave

Record Specialists called upon for jury duty shall notify the Records Supervisor as soon as possible. Straight time pay for eight (8) hours per day will be paid for the period served if the Records Specialist provides documentation evidencing the actual days she performed jury duty. A Record Specialist's time served on jury duty shall not be charged against sick time or vacation time and shall be considered as time worked. Record Specialists may keep any payment for jury duty served.

## Section 17.4 Maternity/New Parent Leave

The City Maternity/New Parent Leave policy is incorporated into this agreement as **APPENDIX C**.

#### **ARTICLE 18**

## TIME OFF UNDER TOP

## Section 18.1 Time Off Plan ("TOP")

Except as provided below, the City of Naperville Time Off Plan ("TOP") attached hereto as **Appendix B** is incorporated into this Agreement by reference. TOP shall govern all matters related to vacation time, sick time accrual and utilization and all other topics included in the Plan.

Records Specialists will be allowed to accrue up to one hundred percent (100%) or one year of their annual PTO accruals as set forth below. Once a Records Specialist reaches the maximum accrual of one year, they will no longer accrue additional PTO until they are below the one-year maximum cap.

## Time Off Plan (TOP) - Paid Time Off (PTO)

Paid Time Off (PTO) eliminates the distinction between sick and vacation. PTO is an accrual of time, which an employee can use for any purpose such as vacation, other leisure time, personal illness, or to care for another person who is ill.

PTO is earned each pay period, effective with the first pay period of employment. Accruals are posted to the employee's record each pay period. 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 be earned during any period of unpaid leave. A maximum 1-year accrual of PTO time may be accumulated at any one time. When the maximum 1-year accrual cap is reached no additional PTO is earned until the employee uses sufficient time to bring their accruals below the maximum accrual limit.

Accrual is rounded on the last pay period of the calendar year to balance the accruals required.

Usage of PTO is governed by department work rules and is subject to supervisory approval. All accrued PTO will be paid out at the time an employee separates from employment.

## **ARTICLE 19**

## UNIFORMS AND EQUIPMENT

## 19.1 Uniforms and Equipment

Any specialty uniforms or equipment required shall be provided by the Employer.

#### ARTICLE 20

#### **SUBCONTRACTING**

## Section 20.1 Subcontracting

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

#### **ARTICLE 21**

#### **TUITION REIMBURSEMENT PROGRAM**

#### Section 21.1 Tuition Reimbursement Program

Record Specialists 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.

## MEDICAL, DENTAL AND LIFE INSURANCE

#### Section 22.1

Record Specialists participating in the City's medical insurance and/or dental insurance program(s) shall pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the City, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted each year of the contract on January 1. The City shall have the right to implement new employee premium contribution rates on January 1 of each year consistent with the above language regardless of whether the collective bargaining agreement has expired. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance. The premium amounts and employee premium contribution amounts for 2024 are appended hereto as **APPENDIX D.** 

## Section 22.2

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

## Section 22.3 Life Insurance

Record Specialists shall be provided a life insurance benefit and an accidental death and dismemberment benefit under the same terms and conditions as such benefits are available to non-union employees of the City. The Employer will provide to all employees life insurance in an amount equal to one and one-half (11/2) times the employee's base salary. A supplemental optional life insurance plan is also available for purchase by Record Specialists.

# Section 22.4 Medical Expense Reimbursement Plan, Dependent Care Plan, and other Voluntary Programs

Record Specialists shall be allowed to participate in the City's Medical Expense Reimbursement Plan, Dependent Care Plan, and any other policies or plans made available by the City on a voluntary basis in the same manner and to the same extent as such policies and plans are available to non-union employees of the City.

## Section 22.5 Terms of Policies to Govern

The extent of coverage under the insurance policies or programs referred to in this Article shall be resolved in accordance with the terms and conditions of said policies, rules, and guidelines (including provisions governing self-insurance) and shall not be subject to the Grievance Procedure provided for in Article 6 herein.

## **ARTICLE 23**

## WAGES AND COMPENSATION

## Section 23.1

Employees shall be paid consistent with the rates in **APPENDIX F**. Step level is based on years of service in the City. Step increases will be implemented no later than the pay period after the employee reaches the listed years of service.

The wage rates in Appendix F shall be increased as follow:

1/1/23 - A 6.5% market adjustment increase based upon the current rates being below the rates other like municipalities are paying their records employees..

1/1/23 - A 2.5% wage increase to be applied on top of the market adjustment increase.

1/1/24 - A 2.5% wage increase.

1/1/25 - A 2.5% wage increase.

1/1/26 - A 2.5% wage increase.

1/1/27 - A 2.5% wage increase.

For this agreement only, all wage increases shall be paid retroactively.

## **SUPERVISORY WORK**

## Section 24.1 Supervisory Work

The parties agree that Record Supervisors may perform bargaining unit work consistent with past practice in the Records Department so long as performance of bargaining unit work by Record Supervisors does not result in any full-time bargaining unit member being scheduled for less than 40 hours of work in a week and does not result in any part time bargaining unit member being scheduled for less than the number of hours in their normal work week.

However, if a bargaining unit member has been laid off status and is subject to recall in accord with Article 11/Layoff and Recall, Section 11.2, Record Supervisors shall not perform more than 4 hours of bargaining unit work a day.

The City agrees that it is not the intent of the City to use supervisory work to supplant current bargaining unit positions and the Union agrees that it is not the intent of the Union for this provision to act as a guarantee of staffing levels.

## **ARTICLE 25**

## **BULLETIN BOARDS**

#### Section 25.1 Bulletin Boards

The City will provide the Chapter with a bulletin board in a designated location which will be accessible to all Record Specialists upon which the Chapter may post its notices subject to approval of the Record Supervisor. If there is any objectionable material on the bulletin board, the Record Supervisor will remove it and provide the Chapter with an explanation.

## **ARTICLE 26**

## **SAVINGS CLAUSE**

#### Section 26.1 Savings Clause

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

#### **TERM**

## Section 27.1 Term of the Agreement

This Agreement shall be effective January 1, 2023 and shall remain in full force and effect until December 31, 2027. It shall continue in effect from year to year thereafter unless notice of termination or demand to bargain is given in writing by certified mail by either party not less than sixty (60) nor more than one hundred twenty (120) days before December 31, 2027 or any subsequent annual expiration date.

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

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

## ARTICLE 28

#### **COMPLETE AGREEMENT**

## Section 28.1 Entire Agreement

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, which has been bargained by the parties in this agreement.

METROPOLITAN ALLIANCE OF POLICE CHAPTER 582	CITY OF NAPERVILLE
Melin De M. Mattas	Douglas A. Krieger
Metropolitan Alliance of Police	City Manager
Keith George By:	ATTEST
President, Metropolitan Alliance of Police	Dawn Portner
Date: 07/12/2024	Date: 7/25/2024
Date: 0 // 1/ 2029	Date:

## **APPENDIX A**

	Dept: _		ALLIANCE OF	Chap#	Page 1 Grievance #	
GRIEV	ANT DATA (If more than	n one (1) grievant, li	st separately in narrati	ive)	Grievant(s) or MAP chapter rep MUST Sign Grievance	
Grievant's Name: Last, First MI: Star #:			Star #:			
Incident	Date:	Contract Article a	ind Section Violated:		Date/Time Step 1 Initiated:	
	ignment:	Supervisor:		-70	Presented To:	
Grievant	's Signature:			MAP chapter Re	ep, Signature:	
	STATEMENT OF GR	RIEVANCE	STEP 1	Briefly state	the cause of your grievance and the remedy you seek	
			W. W			
S T					See attached for additional information	
Ë	Employer's Step 1 respons	se and reasons there	fore:		See attached for additional information	
P						
1		***************************************				
	Immediate supervisor's sig	gnature:			Date/Time of response:	
	Response given to:					
	REASONS FOR ADV	ANCING GRIE	VANCE STEP	2		
		***********************	***********************			
	•••••				See attached for additional information	
	Grievant's signature:				Date/Time Step 2 initiated:	
s	Presented to:					
T	Employer designee's response and reasons therefore:					
E	E					
Р	P					
2					TICATOR CONTROL OF THE TOTAL C	
_ (						
	Employer designee's signa	ture			Date/Time of response:	
	Response given to:					



## **METROPOLITAN ALLIANCE OF POLICE**

Dept: \_\_\_\_\_ \_\_\_\_\_ Chapter # \_\_\_\_

## **GRIEVANCE REPORT**

Page 2

			Grievance #			
	REASONS FOR ADVANCING GRIEVANCE	STEP 3	*			
			en en en en partition de la Universita de la companya de la companya de la companya de la companya de la compa			
			***************************************			
S	Grievant's Signature:		See attached for addit  Date/Time Step 3 Initiated:	tional information		
T	Presented To:		Date/ Time Step 3 miliated.			
E P	Employer Designee's Response and Reasons Therefore:					
P	Employer besignee's response and reasons merelore.					
3						
			***************************************			
			***************************************			
	Employer Designee's Signature:		Date/Time of Response:			
	Response Given To:					
	REASONS FOR ADVANCING GRIEVANCE	STEP 4				
s						
T			***************************************			
E						
Р	See attached for additional information					
4	Grievant's Signature: Date/Time :	Chapter President	or Designee Signature :	Date/Time :		
	DATE CRIEVANCE ARVANCER TO ARRAY		PR 1411 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
Α	DATE GRIEVANCE ADVANCED TO ARBITRATI	ON AND PERSON S	SERVED WITH NOTICE			
R						
В						
T						
R						
Α						
T	Chapter president or designee signature:		Date/Time submitted for art	bitration:		
Ö						
N						

## APPENDIX B



# City of Naperville Employee Policy Manual 4. PAID AND UNPAID TIME OFF

## 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	Hours Accrued	* Hours Accrued Per	** Maximum Accrual
Year	Per Year	Pay Period	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

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

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



### City of Naperville Employee Policy Manual

### 4. PAID AND UNPAID TIME OFF

Employees <u>paid in lieu of holidays</u> 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

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

### 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).

<sup>\*\*</sup>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.



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.

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) 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 donate hours into the Bank, an employee must complete a TOP Sick Leave Bank Donation Form.



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. To withdraw hours from the Bank, an employee must complete a TOP Sick Leave Bank Withdrawal Form.

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

Sick Leave Incentive: 401(a) (TOP)

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

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

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

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

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

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



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

### Compensatory Time (TOP)

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

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 of employment, 40 hours (prorated for part-time employees) of PTO is placed in the employee's PTO accrual bank along with accruals earned for their first 30 days of employment. 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 Per Pay	Maximum Accrual	
	Accrual (hours)	Period (hours)		
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	

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

Should a paid holiday fall within an employee's scheduled paid time off, their 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.

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



Employees in PTO-11 who are <u>paid in lieu of holidays</u> 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 Per Pay	Maximum Accrual	
	Accrual (hours)	Period (hours)		
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	

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

<sup>\*\* 4.62</sup> hours will accrue each pay period for 26 pay periods. After 30 calendar days of employment, the employee will realize these accruals, <u>plus</u> 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.

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 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	Days of Pay
(completed employment)	(based on full-time)
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 their 401(a) account. All funds in an employee's 401(a) account are portable upon separation from employment.

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



### Compensatory Time (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 C



### City of Naperville Employee Policy Manual 4. PAID AND UNPAID TIME OFF

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

### 4.6 Maternity/New Parent Leave

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

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

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

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

Up to 6 consecutive weeks of paid leave is given for *New Parent* Leave. These six weeks are all to be taken within one year of the qualifying event, provided the employee meets the eligibility requirements as of the date of birth/placement of adoption or foster care.

### Eligibility for Maternity/New Parent Leave

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

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

Employees are eligible for Maternity Leave if they:

Have given birth to a child,

Employees are eligible for New Parent Leave if they:

Are a spouse of a woman who has given birth to a child or the father of the child, 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 longevity, seniority or any employee benefit plan.

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

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

### APPENDIX P

1.1.8

	C	ity of Na	pe	rville 20	24	Rates				
		ital Monthly Premium		% Employer onthly Rate		% Employee onthly Rate	pe	City Cost r pay period		ployee Cost pay perlod
Blue Cross Medical Plans	T						Т			
HMO Blue Advantage							T			
Employee	\$	742.47	\$	593.98	\$	148.49	\$	296.99	\$	74.25
Employee + Spouse	\$	1,468.88	\$	1,175.10	\$	293.78	Ś	587.55	\$	146.89
Employee + Child(ren)	\$	1,414.74	\$	1,131.79	\$	282.95	s	565.90	\$	141,47
Employee + Family	\$	2,215.47	\$	1,772.38	\$	443.09	S	886.19	\$	221.55
PPO Plan							<u> </u>		-	
Employee	\$	856.20	\$	684.96	\$	171.24	\$	342.48	\$	85.62
Employee + Spouse	\$	1,795.95	\$	1,436.76	\$	359.19	\$	718.38	\$	179.60
Employee + Child(ren)	\$	1,771.45	\$	1,417.16	\$	354.29	\$	708.58	\$	177.15
Employee + Family	\$	2,718.69	\$	2,174.95	\$	543.74	Ś	1,087.48	\$	271.87
<b>PPO Plan - Health Savings Account</b>					T		Ť	1,007.40	Ť	271.07
Employee	\$	544.38	\$	435.50	\$	108.88	\$	217.75	\$	54.44
Employee + Spouse	\$	1,146.02	\$	916.82	\$	229.20	\$	458.41	\$	114.60
Employee + Child(ren)	\$	1,107.09	\$	885.67	\$	221.42	\$	442.84	\$	110.71
Employee + Family	\$	1,714.60	\$	1,371.68	\$	342.92	\$	685.84	\$	171.46
Delta Dental					_		-	00510-1	Ψ	171.40
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
BCBS Vision										
Employee	\$	5.28							\$	2.64
Employee + One	\$	10.32							\$	5.16
Employee + Family	\$	15.47							\$	7.74

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would

share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-828-3116 or at <a href="https://www.bcbsil.com">www.bcbsil.com</a>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at <a href="https://www.healthcare.gov/sbc-glossary">www.healthcare.gov/sbc-glossary</a>, or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For Blue Choice Options: \$2,500 Individual / \$5,000 Family For In-Network: \$2,500 Individual / \$5,000 Family For Out-of-Network: \$3,000 Individual / \$6,000 Family Deductible tiers all feed each other	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible?</u>	Yes. Certain <u>preventive care</u> is covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> <u>services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	Yes. \$300 <u>deductible</u> for Out-of-Network hospital admission. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
What is the <u>out-of-</u> <u>pocket limit</u> for this <u>plan</u> ?	For Blue Choice Options: \$5,000 Individual / \$10,000 Family For In-Network: \$5,000 Individual / \$10,000 Family For Out-of-Network: \$10,000 Individual / \$15,000 Family Out-of-pocket limit tiers all feed each other	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsil.com or call 1-800-838-3116 for a list of network providers.	You pay the least if you use a <u>provider</u> in Blue Choice Options. You pay more if you use a <u>provider in-network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral.</u>

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

4

The second secon		SP STATE OF THE PARTY BOY	What You Will Pav	報子 子 上 一 五 五 日 日	というというできることには、
Common Medical Event	Services You May Need	Blue Choice Options Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Primary care visit to treat an injury or illness	15% coinsurance	35% <u>coinsurance</u>	50% <u>coinsurance</u>	Virtual visits: No Charge; deductible applies. See your benefit booklet* for details.
Ir you visit a health care	Specialist visit	15% coinsurance	35% coinsurance	50% coinsurance	None
provider's office or clinic	Preventive care/screening/ immunization	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	50% <u>coinsurance;</u> <u>deductible</u> does not apply	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
100 to 000 to 00	<u>Diagnostic test</u> (x- ray, blood work)	15% coinsurance	35% coinsurance	50% coinsurance	Preauthorization may be required;
ii you liave a lest	Imaging (CT/PET scans, MRIs)	15% coinsurance	35% <u>coinsurance</u>	50% coinsurance	see your benefit booklet* for details.
If you need drugs to treat your illness or	Generic drugs	20% after deductible to the maximum medical out of pocket	20% after <u>deductible</u> to the maximum medical out of pocket	20% after deductible to the maximum medical out of pocket	
condition More information	Preferred brand drugs	20% after <u>deductible</u> to the maximum medical out of pocket	20% after <u>deductible</u> to the maximum medical out of pocket	20% after <u>deductible</u> to the maximum medical out of pocket	Prior authorization; and management programs are in place.
prescription drug coverage is available at	Non-preferred brand drugs	20% after <u>deductible</u> to the maximum medical out of pocket	20% after <u>deductible</u> to the maximum medical out of pocket	20% after <u>deductible</u> to the maximum medical out of pocket	
888-202-1654 or www.caremark. com	Specialty drugs	20% after <u>deductible</u> to the maximum medical out of pocket	20% after <u>deductible</u> to the maximum medical out of pocket	20% after <u>deductible</u> to the maximum medical out of pocket	Prior authorization; and management programs are in place.

一方 一	THE PROPERTY OF THE PARTY OF TH	出版 日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本日本	What Vell Will Pay	STATE OF STA	の日本の大学の日本は 日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日
Common Medical Event	Services You May Need	Blue Choice Options Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you have outpatient	Facility fee (e.g., ambulatory surgery center)	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% coinsurance	Preauthorization may be required; see your benefit booklet* for details.
surgery	Physician/surgeon fees	15% <u>coinsurance</u>	35% coinsurance	50% coinsurance	None
lf you need	Emergency room care	15% coinsurance	15% coinsurance	15% <u>coinsurance</u>	None
immediate medical attention	Emergency medical transportation	15% <u>coinsurance</u>	15% <u>coinsurance</u>	15% <u>coinsurance</u>	Preauthorization may be required for non-emergency transportation; see your benefit booklet* for details.
4	<u>Urgent care</u>	15% coinsurance	35% coinsurance	50% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% <u>coinsurance</u>	\$300 <u>deductible</u> per admission Out-of-Network providers. <u>Preauthorization</u> required. See your benefit booklet* for details.
	Physician/surgeon fees	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% <u>coinsurance</u>	None
If you need mental health, behavioral health, or	Outpatient services	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% <u>coinsurance</u>	Preauthorization may be required; see your benefit booklet* for details. Virtual visits: No Charge; deductible applies. See your benefit booklet* for details.
substance abuse services	Inpatient services	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% <u>coinsurance</u>	\$300 <u>deductible</u> per admission Out-of-Network providers. Preauthorization required.

THE RESERVE	THE RESERVE OF THE PARTY OF THE	THE RESERVED TO SERVED STATES	What You Will Pay	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	
Common Medical Event	Services You May Need	Blue Choice Options Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Office visits	15% <u>coinsurance</u>	35% coinsurance	50% coinsurance	Cost sharing does not apply for
lf you are pregnant	Childbirth/delivery professional services	15% coinsurance	35% <u>coinsurance</u>	50% coinsurance	preventive services. Depending on the type of services, a coinsurance, or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	15% coinsurance	35% coinsurance	50% coinsurance	\$300 <u>deductible</u> per admission Out-of-Network providers.
	Home health care	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% <u>coinsurance</u>	Limited to 40 visits per benefit period. Preauthorization may be required.
	Rehabilitation services	15% <u>coinsurance</u>	35% coinsurance	50% coinsurance	Preauthorization may be required.
	Habilitation services	15% coinsurance	35% coinsurance	50% coinsurance	
If you need help recovering or	Skilled nursing care	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% coinsurance	\$300 deductible per admission Out-of-Network providers. Preauthorization may be required.
have other special health needs	Durable medical equipment	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% coinsurance	Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price). <u>Preauthorization</u> may be required.
	Hospice services	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% coinsurance	\$300 <u>deductible</u> per admission <u>Out-of-Network providers.</u> <u>Preauthorization</u> may be required.

	が変しいい		What You Will Pay		には数のないのでは、かんなかので
Common Medical Event	Services You May Need	Blue Choice Options Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If your child	Children's eye exam	Not Covered	Not Covered	Not Covered	None
needs dental or	Children's glasses	Not Covered	Not Covered	Not Covered	None
eye care	Children's dental check-up	Not Covered	Not Covered	Not Covered	None

## Excluded Services & Other Covered Services:

on and a list of any other excluded services.)	<ul> <li>Routine eye care (Adult)</li> <li>Routine foot care (except for persons with diagnosis of diabetes)</li> </ul>	your <u>plan</u> document.)	<ul> <li>Private-duty nursing (with the exception of inpatient private-duty nursing) (unlimited visits per calendar year)</li> <li>Weight loss programs (except when non-medically supervised)</li> </ul>
eck your policy or <u>plan</u> document for more information and a list of any other <u>excluded services.</u> )	<ul> <li>Long-term care</li> <li>Non-emergency care when traveling outside the U.S.</li> </ul>	Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)	<ul> <li>Hearing aids (for children 1 per ear, every 24 months, for adults up to \$2,500 per ear every 24 months)</li> <li>Infertility treatment (limited to diagnosis only)</li> </ul>
Services Your Plan Generally Does NOT Cover (Check	<ul><li>Acupuncture</li><li>Dental care (Adult)</li></ul>	Other Covered Services (Limitations may apply to t	<ul> <li>Bariatric surgery</li> <li>Chiropractic care</li> <li>Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases)</li> </ul>

<sup>\*</sup> For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the <u>plan</u> at 1-800-838-3116, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also contact: Blue Cross and Blue Shield of Illinois at 1-800-838-3116 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov

## Does this plan provide Minimum Essential Coverage? Yes

CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid,

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

### Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-838-3116.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-838-3116.

Chinese (中文): 如果需要中文的帮助,请拨打这个号码 1-800-838-3116.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-838-3116.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.



amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

	care	
	-natal	
ठ्	pre	$\sim$
a Ba	otions	leliver
ing	Ö	talo
Havi	Choice	hospii
Peg is Having a Baby	f Blue	and a hospital delivery)
	(9 months of Blue Choice Options pre-natal care	
	<u>6</u> )	

(a year of routine Blue Choice Options care of a Managing Joe's Type 2 Diabetes well-controlled condition)

### Blue Choice Options emergency room visit Mia's Simple Fracture and follow up care)

15% 15% 15%

acility) coinsurance

surance

copayment

\$2,500

overall deductible

■ The plan's overall deductible ■ Specialist copayment ■ Hospital (facility) coinsurance	\$2,500 15% 15%	<ul> <li>The plan's overall deductible</li> <li>Specialist copayment</li> <li>Hospital (facility) coinsurance</li> </ul>	\$2,500 15% 15%	The plan's or Specialist community.
■ Other coinsurance	15%	■ Other coinsurance	15%	Other coins

This EXAMPLE event includes services like:	This EXAMPLE event includes services
Primary care physician office visits (including	Emergency room care (including medical
disease education)	supplies)
Diagnostic tests (blood work)	Diagnostic test (x-ray)
Prescription drugs	Durable medical equipment (crutches)

Rehabilitation services (physical therapy)

**Durable medical equipment (glucose meter)** 

Diagnostic tests (ultrasounds and blood work)

Specialist visit (anesthesia)

Childbirth/Delivery Professional Services Specialist office visits (prenatal care)

Childbirth/Delivery Facility Services

This EXAMPLE event includes services like:

it includes services like:

ample Cost	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
Imple, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
Cost Sharing		Cost Sharing		Cost Sharing	
es	\$2,500	Deductibles	\$1,900	Deductibles	\$2,500

	III tills evalliple, mia would pay.	
	Cost Sharing	
\$1,900	Deductibles	\$2,500
\$0	Copayments	\$0
\$200	Coinsurance	\$20
	What isn't covered	
\$20	Limits or exclusions	\$0
\$2,620	The total Mia would pay is	\$2,550

What isn't covered

Total Example Cost	\$12,700	Total Example Cost
In this example, Peg would pay:		In this example, Joe would p
Cost Sharing		Cost Shan
Deductibles	\$2,500	Deductibles
Copayments	\$	Copayments
Coinsurance	\$1,500	Coinsurance
What isn't covered		What isn't co
Limits or exclusions	\$60	Limits or exclusions
The total Peg would pay is	\$4,060	The total Joe would pay is

## Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator 300 E. Randolph St. 35th Floor Chicago, Illinois 60601

855-664-7270 (voicemail) 855-661-6965 855-661-6960 Phone: TTY/TDD: Fax:

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201

800-368-1019 800-537-7697 Phone: TTY/TDD:

Complaint Portal: https://ocrportal.hhs.gov/ocr/portal/lobby.jsf Complaint Forms: http://www.hhs.gov/ocr/office/file/index.html

bcbsil.com

# If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984.

Caparitol Spenials	Studied o algues a quien united està ayudando tiene praguntas, bene derecho a obtane ayuda e Información en su abome sen costo algues. Para habbe con ser informate, Bene al 800-710-6004
Arstne	The state of the second contents of the secon
等m中文 Chinasa	如果说,成为证书与杨启的时候,对对方被控制。 "我对方是我们,我们有情况的有话的是这次的的母亲的话,我们我们有这样的。"
Francais Franch	Si yous, ou quelqu'un que your éées en trait d'aider, avez des questions, your avez le droit d'obtent de l'aide et n'information dens your bingué à succer post. Pour parler à un inherpréée, appealer 255-710-6984.
Centach	Faile Ste oder paramd, dem Se hellen, Fragen haben, haben Se das Recht, kostenbae Hille und Informationen in librar Sprache zu erhälten. Um mit einem Dolmatischer zu spreichen zulen Sie bitte die Nummer 655-710-6864 an
Symmetrical Gujarati	ज्य तमने अखता तमें भट्ट हुई। रह्या क्षेत्र अन्या हार्ड त्याकु व्यक्तिन असे जा असे हार्डम ज्याक्ति असे जार्डम ज्याबदी प्रश्नी हीय, तो तमने जिला भये, तमारी लाजामां भट्ट अने माहिती स्थानपानी इन्छ छ. हुआविया साम दात इस्था माहे आ जंबर 855 710,6984 पर झेल 8से.
存在 Pult	कार, भाषके, या भाषा मनेसकी सहायता कर हुत के असके, प्रश्ने के भाषकी भाषामा भाषा में 1में अन्तर सहायता और जानकारी पार्ट्स करमे का भौतिकार है। किसी भन्नाताक से बात करने के सिए 8557-10-5884 पर कोल करें।
tteliano fralkan	Se tu o qualcuno che atai alutando aveta domande, hai il divito di ottenere aiuto e informazioni nella tue Impue gratuitamente. Por partaro con un interprete, puol chiamaro il numero 855.710-6984.
Rocean Rocean	医乳蛋素 医乳蛋素 医动物 医克勒勒氏 医二甲基甲基苯酚 医克勒氏 医克勒氏 医二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基
Oint	Figs m. et deschago in da bika montipectigit, na iditkidase, is ida beze na absobiti l'as mistie edita a deschest des binatiditai bese ad la edeschia Ala dadante igni bichti beshida kwe e 885-710-898-4.
Persian	اور شماه با کستر که شمه به او کمک می کشود مع اثیر دانشه باظیده هی این را دار به که به ر دان هوده به طور ر ایکان کمک و انتقاد مات در بافت ساید جهیت گفتان با ایک سترجم شفاهی، با شمار د 855-710-898 شفل ماستن شاهید.
Poteki	Jedii Ty kith osoba, ktorej pomogasz, made pikiekoliwiek pytania, made prawo do uzystania bozpiatnej informacji i pomocy we wasanym języku. Aty porozmewieć z tambozom, zedzwon pod numer 855-710-6984.
Pyconesi Russian	ЕСЛИ у вез или человека, которому вы помогаеть, возникли вопросы, у вес есть право на бесплатную помешь и унформацию, предоставлению на вашем языке. Итобы серзаться с переводником, пускаемили на талефону 855-710-8984.
Tagalog	Kung likow, o ang sang taong iyong tinutulungan ay may mga tanong, may karapatan kang makatuha ng lulong at impomtasyon sa iyong wika nang watang bayad. Upang makipag-usap sa isang tagasatin-wika, tumawag sa 855-710-6984.
Undu L	おいれていているかられたとうけんないでは、 1883と588ないかです
Tiens viet Vestnemese	Néu quy vi. hoặc người mã quy vị giúp đó, có cầu hỗi. Thi quy vị có quyển được giúp đó và nhân thông tiến báng ngôn ngữ của mình miền phí. Để nói chuyện với một thông dịch viên, gọi 855-710-8984.

City of Naperville: BA HMO Plan

Coverage for: Individual / Family | Plan Type: HMO

share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would

https://policy-srv.box.com/s/y9j4a7m5642ogodgbwgatvs6on9ncufo.

For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy

Important Questions	Answers	Why This Matters:
What is the overall deductible?	0\$	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your <u>deductible</u> ?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	\$2,500 Individual / \$5,000 Family Prescription drug expense limit: \$2,500 Individual / \$5,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limits</u> has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider?</u>	Yes. See <u>www.bcbsil.com</u> or call 1-800-892-2803 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan</u> 's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider</u> 's charge and what your <u>plan</u> pays (balance billing). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist?</u>	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

		What You	What You Will Pay	
Common Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health	Primary care visit to treat an injury or illness	\$25/visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency and routine vision exams, are not covered.
or clinic	Specialist visit	\$50/visit	Not Covered	Referral required.
	Preventive care/screening/ immunization	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your <u>plan</u> will pay for.
foot a foot	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	
ו אסת וופאפ פ ופאר	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	Keleffal required.
	Generic drugs	\$10/prescription (retail) \$20/prescription (mail order)	Not Covered	34-day supply at Retail 90-day supply at Mail Order Rx Out-of-Pocket Expense Limit:
If you need drugs to	Preferred brand drugs	\$40/prescription (retail) \$80/prescription (mail order)	Not Covered	\$2,500 Individual / \$5,000 Family Dispensing limit may apply to certain drugs. Certain women's <u>preventive services</u> will be
treat your illness or condition  More information about prescription drug coverage is available at www.bcbsil.com	Non-preferred brand drugs	\$60/prescription (retail) \$120/prescription (mail order)	Not Covered	covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.  The amount you may pay per 30-day supply of a covered insulin drug, regardless of quantity or type, shall not exceed \$100, when obtained from a Participating Pharmacy.
	Specialty drugs	\$100/prescription (retail)	Not Covered	Specialty drug coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.

Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

\*For more information about limitations and exceptions, see the <u>plan</u> or policy document at https://policy-srv.box.com/s/y9j4a7m5642ogodgbwgatvs6on9ncufo.

lesiboli nomaco		What You	What You Will Pay	:
Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you have outpatient	Facility fee (e.g., ambulatory surgery center)	\$150/visit	Not Covered	Referral Required.
sulgery	Physician/surgeon fees	No Charge	Not Covered	Referral Required.
	Emergency room care	\$300/visit	\$300/visit	Copayment waived if admitted,
If you need immediate medical attention	Emergency medical transportation	No Charge	No Charge	Ground transportation only.
	<u>Urgent Care</u>	\$25/visit	Not Covered	Must be affiliated with member's chosen medical group or referral required.
If you have a hospital	Facility fee (e.g., hospital room)	\$250/day	Not Covered	Referral required. \$250 copayment for the 1st 3 days per calendar year.
ole y	Physician/surgeon fees	No Charge	Not Covered	Referral Required.
If you need mental	Outpatient services	\$25/visit	Not Covered	Unlimited visits. Referral required.
health, behavioral health, or substance abuse services	Inpatient services	\$250/day	Not Covered	Unlimited days. Referral required. \$250 copayment for the 1st 3 days per calendar year.
	Office visits	\$25 PCP/\$50 SPC/visit	Not Covered	Copayment applies for the first prenatal visit
If you are pregnant	Childbirth/delivery professional services	No Charge	Not Covered	(per pregnancy). Cost sharing does not apply for preventive services. Depending on the type of services, a copayment may apply. Maternity care may include tests and service described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	\$250/day	Not Covered	Referral Required. \$250 copayment for the 1st 3 days per calendar year.

Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross

and Blue Shield Association
\*For more information about limitations and exceptions, see the <u>plan</u> or policy document at https://policy-srv.box.com/s/y9j4a7m5642ogodgbwgatvs6on9ncufo.

leaiball mama)		What Yo	What You Will Pay	
Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, exceptions, & Other Important Information
	Home health care	No Charge	Not Covered	Referral required.
	Rehabilitation services	\$25/visit	Not Covered	60 visits combined for all therapies.
	Habilitation services	\$25/visit	Not Covered	Referral required.
If you need help recovering or have	Skilled nursing care	\$250/day	Not Covered	Excludes custodial care. Referral required. \$250 copayment for the 1st 3 days per calendar year.
other special health needs	Durable medical equipment	No Charge	Not Covered	Referral required. Benefits are limited to items used to serve a medical purpose.  Durable Medical Equipment benefits are provided for both purchase and rental equipment (up to the purchase price).
	Hospice services	No Charge	Not Covered	Inpatient <u>copayment</u> may apply. <u>Referral</u> required.
If vour child needs	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at participating providers.
dental or eye care	Children's glasses	No Charge	Not Covered	\$75 material allowance every 24 months.
	Children's dental check-up	Not Covered	Not Covered	None

### Excluded Services & Other Covered Services:

# Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

Dental care (Adult) Custodial care

- Long-term care
- Non-emergency care when traveling outside the U.S.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

Private-duty nursing

- Routine eye care (Adult)
  Routine foot care (only in connection with Hearing aids (for children 1 per ear, every 24 months, for adults up to \$2,500 per ear every
  - Weight loss programs (except when nonmedically supervised) diabetes)
    - Most coverage provided outside the United benefit period)

maximum with special approval up to 6 per

congenital deformities or conditions resulting from accidental injuries, scars, tumors, or

diseases)

Cosmetic surgery (only for correcting

Chiropractic care Bariatric surgery

Acupuncture

Infertility treatment (4 invitro attempt

24 months)

- Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross States. See www.bcbsil.com
- \*For more information about limitations and exceptions, see the plan or policy document at https://policy-srv.box.com/s/y9j4a7m5642ogodgbwgatvs6on9ncufo.

and Blue Shield Association

x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-892-2803, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596,

provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your <u>plan</u> for a denial of a <u>claim</u>. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also contact: Blue Cross and Blue Shield of Illinois at 1-800-892-2803 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your <u>appeal</u> Contact the Illinois Department of Insurance at 1-877-527-9431 or visit http://insurance.illinois.gov.

## Does this plan provide Minimum Essential Coverage? Yes

CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid

## Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace

### Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-892-2803.

agalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-892-2803.

Chinese (中文): 如果需要中文的帮助,请拨打这个号码 1-800-892-2803.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-892-2803.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.



amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Having a Baby	etwork pre-natal care and a	spital delivery)	
Peg is Ha	(9 months of in-netwo	hospita	

The plan's overall deductible	\$0	The J
Specialist copayment	\$50	Spec
Hospital (facility) copayment	\$250	■ Hosp
■ Other	\$0	Othe

### This EXAMPLE event includes services like: Diagnostic tests (ultrasounds and blood work) Childbirth/Delivery Professional Services Specialist office visits (prenatal care) Childbirth/Delivery Facility Services Specialist visit (anesthesia)

Total Example Cost	\$12,700
In this example, Peg would pay:	
Cost sharing	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$360

lanaging Joe's Type 2 Diabetes	year of routine in-network care of a well-	controlled condition)
Mana	(a year	

<ul> <li>The <u>plan's</u> overall <u>deductible</u></li> <li>Specialist copayment</li> <li>Hospital (facility) <u>copayment</u></li> </ul>	
\$0 \$50 \$250	<b>&gt;</b>
<ul> <li>The plan's overall deductible</li> <li>Specialist copayment</li> <li>Hospital (facility) copayment</li> </ul>	

\$0 \$50 \$250 \$0

This EXAMPLE event includes services like:

### This EXAMPLE event includes services like: Primary care physician office visits (including Durable medical equipment (glucose meter) Diagnostic tests (blood work) disease education) Prescription drugs

	\$5,600
In this example, Joe would pay:	
Cost sharing	
Deductibles	<b>\$</b>
Copayments	\$1,000
Coinsurance	\$
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

	Q.	
	_	
	3	
	으	
	9	
d)	0	
ture	visit and follo	
	10	
ਹ	S	
4		
	E	
(D)	8	1
	2	ā
impl	े	cal
_		
.=	5	
Si	gen	
s Sil	ergen	
a's Sir	nergen	
lia's Sir	emergen	
Mia's Sir	rk emergen	
Mia's Sir	ork emergen	
Mia's Sir	twork emergen	
Mia's Sir	network emergen	
Mia's Sir	1-network emergency room	
Mia's Sir	(in-network emergen	
Mia's Sir	(in-network emergen	

Emergency room care (including medical	
supplies) Diagnostic test (x-ray)	
Durable medical equipment (crutches)	
Rehabilitation services (physical therapy)	
Total Example Cost	\$2,800
In this example, Mia would pay:	
Cost sharing	
Deductibles	\$0
Copayments	\$600
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$600



## Health care coverage is important for everyone.

We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability. We provide free communication aids and services for anyone with a disability or who needs language assistance.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator 300 E. Randolph St.

855-664-7270 (voicemail) 855-661-6965 855-661-6960 Phone: TTY/TDD: Fax:

Chicago, Illinois 60601

35th Floor

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at: 800-368-1019

TTY/TDD: Phone: U.S. Dept. of Health & Human Services Independence Avenue SW

https://ocrportal.hhs.gov/ocr/portal/lobby.jsf http://www.hhs.gov/ocr/office/file/index.html Complaint Forms: Complaint Portal:

800-537-7697

Room 509F, HHH Building 1019 Washington, DC 20201

bcbsil.com



If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984.

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعده استلة، فلديك الحق في الحصول طع المساعدة والمعلومات الضرورية بلغتك من دون اية تكلفة بالتحدث مع مترجم فوري، اتصل طع الرم 854-710-898
繁體中文 Chinese	如果您,或您正在協助的對象,對此有疑問,您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員,請撥電話 號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parter à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવી કોઈ બીજી વ્યક્તિને એસ.બી.એમ. કાયક્રેમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખચેર્, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની કક્ક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર ક્રોલ કરો.
हिंदी Hindi	यिद आपके, या आप जिसकी महायता कर रहे हैं उसके, पश्न हैं, तो आपके अपनी भाषा म निःशुल्क सहायता और जानकारी प्राप्त करन का अधिकार है। किसी अनवादक स बात करन क लिए 855-710-6984 पर कॉल करें।.
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하심시오.
Diné Navajo	T'áá ni, éí doodago la'da bíká anánílwo'igíí, na'idílkidgo, ts'ídá bee ná ahóóti'i' t'áá níík'e níká a'doolwol dóó bina'ídílkidígíí bee nił h odoonih. Ata'dahalne'igíí bioh'i' hodíílnih kwe'é 855-710-6984.
فارسى Persian	اگر شما، يا كسى كه شما يه او كمك مي كنيد، سوالى داشته باشيد، حق اين را داريد كه به زبان خود، به طور رايگان كمك و اطلاحات دريافت نماييد جهت گفتگو با يك مترجم شهافى، با شماره تمسا حاصل نماييد 855-770-898
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiekolwiek pytania, macie prawo do uzyskania bezplatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984,
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے نورد کمر جس کسی آپ جدد کررہے ہیں، کونی مروال دربیش دے شو، آپ کو اپنی زیان میں جنتصدد اور مطومات حاصل کرناے کا حق دے۔ متوجم س سے بہات غرزے کے لیےم، 1984-710-698 پز کال کریں۔
Tiềng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.

Coverage Period: 01/01/2023 - 12/31/2023 Coverage for: Individual/Family | Plan Type: PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would

Generally, you must pay all of the costs from providers up to the deductible amount before this use a <u>provider in-network</u>. You will pay the most if you use an <u>out-of-network provider</u>, and you your plan pays (balance billing). Be aware, your network provider might use an out-of-network This plan covers some items and services even if you haven't yet met the deductible amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> <u>services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u>. See a list of covered might receive a bill from a provider for the difference between the provider's charge and what plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u>, they have to meet their own <u>out-of-pocket limits</u> until the You pay the least if you use a provider in Blue Choice Options (BCO). You pay more if you share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other provider for some services (such as lab work). Check with your provider before you get preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/. Even though you pay these expenses, they don't count toward the out-of-pocket limit. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-828-3116 or at underlined terms, see the Glossary. You can view the Glossary at <a href="https://www.healthcare.gov/sbc-glossary">www.healthcare.gov/sbc-glossary</a> or call 1-855-756-4448 to request a copy. You don't have to meet deductibles for specific services. You can see the specialist you choose without a referral. family members meets the overall family deductible. overall family out-of-pocket limit has been met. Why This Matters: services. Yes. Certain preventive care and services that charge copay are covered before you Premiums, balance-billing charges, and Out-of-pocket limit tiers all feed each 1-800-838-3116 for a list of network Deductible tiers all feed each other \$6,000 Individual / \$18,000 Family health care this plan doesn't cover. \$4,000 Individual / \$12,000 Family \$2,000 Individual / \$6,000 Family \$3,000 Individual / \$9,000 Family \$1,000 Individual / \$3,000 Family Yes. See www.bcbsil.com or call \$500 Individual / \$1,500 Family For Blue Choice Options: For Blue Choice Options: meet your deductible. For Out-of-Network: For Out-of-Network: For In-Network: For In-Network: Answers providers other 9 9 use a network provider? deductibles for specific services? the out-of-pocket limit? What is not included in Will you pay less if you meet your deductible? Do you need a referral Important Questions pocket limit for this to see a specialist? covered before you What is the overall What is the out-of-Are there services Are there other deductible? plan?

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

4

		年報 - 大学   新田   日本   日本   日本   日本   日本   日本   日本   日	What You Will Pay	AND PRINCESS CONTRACTOR OF THE PERSON NAMED IN	The state of the s
Common Medical Event	Services You May Need	Blue Choice Options Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Primary care visit to treat an injury or illness	\$20 <u>copay</u> /visit plus 15% <u>coinsurance</u>	\$30 <u>copay</u> /visit plus 35% <u>coinsurance</u>	50% coinsurance	Virtual visits: \$10/visit, deductible does not apply. See your benefit booklet* for details.
If you visit a health care	Specialist visit	\$40 <u>copay</u> /visit plus 15% <u>coinsurance</u>	\$50 <u>copay</u> /visit plus 35% <u>coinsurance</u>	50% coinsurance	None
or clinic	Preventive care/screening/immunization	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	50% <u>coinsurance;</u> <u>deductible</u> does not apply	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
foot a good man	<u>Diagnostic test</u> (x-ray, blood work)	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% coinsurance	Preauthorization may be required:
i you liave a test	Imaging (CT/PET scans, MRIs)	15% coinsurance	35% coinsurance	50% coinsurance	see your benefit booklet* for details,
If you need drugs to treat	Generic drugs	20% <u>coinsurance</u> up to \$10 <u>copay</u>	20% coinsurance up to \$10 copay	20% coinsurance up to \$10 copay	
your liness or condition	Preferred brand drugs	20% <u>coinsurance</u> up to \$40 <u>copay</u>	20% <u>coinsurance</u> up to \$40 <u>copay</u>	20% coinsurance up to \$40 copay	Prior authorization; and management programs are in place
information about	Non-preferred brand drugs	20% <u>coinsurance</u> up to \$60 <u>copay</u>	20% coinsurance up to \$60 copay	20% coinsurance up to \$60 copay	
drug coverage is available at 888-202-1654 or www.caremark.	Specially drugs	20% <u>coinsurance</u> up to \$100 <u>copay</u>	20% <u>coinsurance</u> up to \$100 <u>copay</u>	20% <u>coinsurance</u> up to \$100 <u>copay</u>	Prior authorization; and management programs are in place

THE RESERVE OF THE PARTY OF THE			What Veri Will Bay	SECOND PROPERTY.	日本の大学のでは、日本の大学の大学の大学の大学の大学の大学の大学の大学の大学の大学の大学の大学の大学の
Common Medical Event	Services You May Need	Blue Choice Options Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you have outpatient	Facility fee (e.g., ambulatory surgery center)	15% coinsurance	35% <u>coinsurance</u>	50% coinsurance	Preauthorization may be required; see your benefit booklet* for details.
surgery	Physician/surgeon fees	15% coinsurance	35% coinsurance	50% coinsurance	None
lf vou need	Emergency room care	15% coinsurance	15% coinsurance	15% coinsurance	None
immediate medical attention	Emergency medical transportation	15% <u>coinsurance</u>	15% <u>coinsurance</u>	15% <u>coinsurance</u>	Preauthorization may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	15% coinsurance	35% coinsurance	50% coinsurance	None
If you have a	Facility fee (e.g., hospital room)	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% coinsurance	Preauthorization required. See your benefit booklet* for details,
hospital stay	Physician/surgeon fees	15% <u>coinsurance</u>	35% coinsurance	50% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$20 <u>copay</u> /office visit; <u>deductible</u> does not apply; and 15% <u>coinsurance</u> for other outpatient services	\$30 copay/office visit; deductible does not apply; and 35% coinsurance for other outpatient services	50% <u>coinsurance</u>	PCP copay applies to psychotherapy visit only.  Preauthorization may be required; see your benefit booklet* for details. Virtual visits: \$10/visit, deductible does not apply. See your benefit booklet* for details.
	Inpatient services	15% coinsurance	35% coinsurance	50% coinsurance	Preauthorization required.

が言うながら		THE RESERVE THE PARTY OF THE PA	What You Will Pay	Silver of the second second	
Common Medical Event	Services You May Need	Blue Choice Options Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Office visits	\$20 PCP/\$40 SPC copay/visit plus 15% coinsurance	\$30 PCP/\$50 SPC copay/visit plus 35% coinsurance	50% coinsurance	Copay applies to first prenatal visit (per pregnancy). Cost sharing does not apply for
lf you are pregnant	Childbirth/delivery professional services	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% <u>coinsurance</u>	preventive services. Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	15% <u>coinsurance</u>	35% coinsurance	50% coinsurance	None
	Home health care	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% <u>coinsurance</u>	Limited to 40 visits per calendar year benefit period. <u>Preauthorization</u> may be required.
	Rehabilitation services	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% coinsurance	Preauthorization may be required
If you need help recovering or	Habilitation services	15% coinsurance	35% coinsurance	50% <u>coinsurance</u>	
have other	Skilled nursing care	15% coinsurance	35% coinsurance	50% coinsurance	Preauthorization may be required.
needs	<u>Durable medical</u> <u>equipment</u>	15% <u>coinsurance</u>	35% <u>coinsurance</u>	50% <u>coinsurance</u>	Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price). <u>Preauthorization</u> may be required.
	Hospice services	15% coinsurance	35% coinsurance	50% coinsurance	Preauthorization may be required.

			What You Will Pay	The west of the last	· · · · · · · · · · · · · · · · · · ·
Common Medical Event	Services You May Need	Blue Choice Options Provider (You will pay the least)	In-Network Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
ff vour child	Children's eye exam	Not Covered	Not Covered	Not Covered	None
needs dental or	Children's glasses	Not Covered	Not Covered	Not Covered	None
eye care	Children's dental check-up	Not Covered	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check	eck your policy or <u>plan</u> document for more information and a list of any other excluded services.)	n and a list of any other excluded services.)
Acupuncture     Dental care (Adult)	<ul> <li>Long-term care</li> <li>Non-emergency care when traveling outside the U.S.</li> </ul>	<ul> <li>Routine eye care (Adult)</li> <li>Routine foot care (except for persons with diagnosis of diabetes)</li> </ul>
Other Covered Services (Limitations may apply to	Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)	our <u>plan</u> document.)
<ul> <li>Bariatric surgery</li> <li>Chiropractic and Osteopathic manipulation limited to 15 visits per calendar</li> </ul>	<ul> <li>Hearing aids (for children 1 per ear, every 24 months, for adults up to \$2,500 per ear every 24 months)</li> </ul>	<ul> <li>Private-duty nursing (with the exception of inpatient private-duty nursing) (unlimited visits per calendar year)</li> </ul>

<ul> <li>Infertility treatment (limited to diagnosis only)</li> </ul>				
year)	<ul> <li>Cosmetic surgery (only for correcting congenital</li> </ul>	deformities or conditions resulting from	accidental injuries, scars, tumors, or diseases)	

Inpatient private-duty nursing) (unlimited visits per calendar year)
Weight loss programs (except when non-medically supervised)

<sup>\*</sup> For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-838-3116, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also contact: Blue Cross and Blue Shield of Illinois at 1-800-838-3116 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal Contact the Illinois Department of Insurance at (877) 527-9431 or visit http://insurance.illinois.gov.

## Does this plan provide Minimum Essential Coverage? Yes

CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

### Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-838-3116.

agalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-838-3116.

Chinese (中文): 如果需要中文的帮助,请拨打这个号码 1-800-838-3116.

Vavajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-838-3116.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.



amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby	months of Blue Choice Options pre-natal care	and a hospital delivery)
Pe	(9 months of B	ar

### (a year of routine Blue Choice Options care of a Managing Joe's Type 2 Diabetes well-controlled condition)

### (Blue Choice Options emergency room visit Mia's Simple Fracture and follow up care)

0 The plan's overall deductible	5008	" Hospital (facility) coinsurance	COSCIE
\$200	\$40+15%	15%	15
The plan's overall deductible	■ Specialist both	Hospital (facility) coinsurance	■ Other coinsurance
8	%	%	%

This EXAMPLE event includes services like:

This EXAMPLE event includes services like:

Primary care physician office visits (including

Diagnostic tests (blood work)

Prescription drugs

Diagnostic tests (ultrasounds and blood work)

Specialist visit (anesthesia)

Childbirth/Delivery Professional Services Specialist office visits (prenatal care)

Childbirth/Delivery Facility Services

disease education)

\$500	15% 15%	rices like:
■ The plan's overall deductible	■ Hospital (facility) coinsurance ■ Other coinsurance	This EXAMPLE event includes services like:
<u>o</u> %	8 % 8	

|--|

Rehabilitation services (physical therapy)

Durable medical equipment (glucose meter)

Durable medical equipment (crutches)

otal Example Cost	\$5,600	Total Example Cost	\$2,800
this example, Joe would pay:		In this example, Mia would pay:	
Cost Sharing		Cost Sharing	
<u>Jeductibles</u>	\$500	Deductibles	\$500
Copayments	\$200	Copayments	\$100
Coinsurance	006\$	Coinsurance	\$300
What isn't covered		What isn't covered	
imits or exclusions	\$20	Limits or exclusions	<b>\$</b>

Total Example Cost	\$12,700
In this example, Peg would pay:	
Cost Sharing	
Deductibles	\$500
Copayments	\$20
Coinsurance	\$1,800
What isn't covered	The state of the s
Limits or exclusions	\$60
The total Peg would pay is	\$2,380

Deductibles	\$200	
Copayments	\$200	
Coinsurance	\$300	
What isn't covered		
Limits or exclusions	\$20	
The total Joe would pay is	\$1,620	

he total Mia would pay is

## Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator 300 E. Randolph St.

Phone: TTY/TDD:

Chicago, Illinois 60601 35th Floor

855-664-7270 (voicemail) 855-661-6965 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201

800-368-1019 800-537-7697 https://ocrportal.hhs.gov/ocr/portal/lobby.isf Complaint Portal: https://ocrportal.hhs.gov/ocr/portal/lobby.isf Complaint Forms: http://www.hhs.gov/ocr/office/file/index.html Phone: TTY/TDD:



## If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984.

Expanshol	Studied o alguiero a quen unitad enta ayudando hana preguntas, bene derecho a obtener ayuda a información en su abonna sus costo alguno. Para testas con un inferprete. Bene al 850-7 10-6964
Arrather	ان كان لديك في لدي تبسيحي فساحمه لمسلك، طلبيك المحر حي المعديال على السماحية والسعار سنت المتحرورية بلفتك من دون اية تطفق تالحديث من من حمد قوري، العمل حقى فرقم \$4888-10-11 ترجية
w 株中文 Chiracosa	如果您,成份证法位别的对象的,对此的有效的现象,对此的有效的。如何有相邻可见数以近近的分别是依据特别的分别的思想。
Français Franch	Si vous, ou quelqu'un que vous étes en train d'aider, evez des questions, vous aivez le dros d'obtenir de l'acte et finformation dans votre tengue à aucun coût. Pour parter à un misepréte, appatez 855-710-6565.
Campan	Falls Sie oder jemand, dem Ser helfen, Fragen haben, haben Sie das Reckt, kostanlose Hilfe und Erformalionen in Beier Sprache zu erhalten. Um mit einem Dokuerscher zu sprachen, roken Sie tatte die Nurmen 855-710-6984 an.
Gujarati	को तमने इस्थल तम महह कही हथा क्षेप्र अवा कोड आफू व्यक्तिने असे आफिस भूतक्र्य आबद पुत्री होया तो तमने विना भये तमाही आषामा महह अने माहिती मेवाववानी होड छे. हुआपिया साथै वात ३२वा माहे आ नभर 855,710-6864 पर होटा 8ही.
हिंदी Mindi	कोड़े आपके. या आप जिस्मकी सहास्तान कर रहे हैं उसके प्रकृत हैं भी आपको अपनी आणा से कि को जिल्हें सहामहा और जानकारी प्राप्त करकों का अधिकार है। किसी अज्ञादक से बात करके के लिए 8557 10-8984 पर स्तान करें।
Nations Haban	Se to questions she also expende growns dominate, her il derito di ottenere auto e informazioni neste bue lingua gradutamente. Per partere con se informatione di numbro 855-710-8964.
Ed 22 OH Konsein	中华 景學 经产品单分 医甲状腺的 医阿里氏 医阿里克斯氏征 医克里氏 医克里氏 医克里氏 医克里氏 医克里氏 医克里氏 医克里氏 医克里氏
Ciné Nevajo	Tahm, si deodago hi'da bika andadwoligit, na'iddkidgo, milda bao na abdani'i r'ahmisi'o olka a'deolwol dód bha'idfkidligit bee all'h mknosit. Ata'dalados'igit bish'i' hallilaih kwa'a 858-719-888.
Paratan	الله المال يا كلم المال به الواقعية من كلها الله المالية بعلى الأيار والدارية كلما يا رمال هواء به طور رايكان والمال مال مال الريفان المالية المهل كالكافر ما يكان من عم الفاهر و 10000 1000 لماليان مالمنال ماليان.
Polski	Ješki Ty lub osoba, której pomogasz, macie jakiekolwiek pytania, macie prawo do uzyskania bozpiatnej informacji i pomocy we własnym języku. Aby porozmawać z flumaczem, zadzwon pod muner 255-710-8364.
Pychologia Workstan	Если у вес или человени, которому вы лемответе, возникли водресы, у вес есть право на бесплатную помиры и внерозмецию, председенную на внашем жамка. Чтобы свизатыся с тариведущихся, посметь посметь по такие с такие.
Boyette I	Kung ikaw, o ang isang teong iyong tinutulungan ay may nga tanong, may karapatan kang makakuha ng tulong at impemnasyon sa tyong wika nang wallang bayad. Upang malepag-usap sa isang tagasatin-waka, kumawag ay 555-710-5984
Undu min	大方、大方、一方、大方、大方、大方、大方、大方、大方、大方、大方、大方、大方、大方、大方、大方
Tiding Việt Vieitrammene	Não quý vì, hoặc người mà quy vị giúp đời, có cầu hỏi. Bhí quý vị có quyền được giúp đó và nhân thông tro báng ngôn ngữ của mình mán phi. Để nói chuyện với một thông ách viện, gọi 355-710-6884.

	A	В	O	۵	E	щ	ß	I
_			APP	APPENDIX F				
7	·············		MAP C	MAP Chapter 582				
m		بي	January 1, 2023 - December 31, 2027	- Decembe	er 31, 2027			
4								
7		Current 1/1/2022	1/1/23 Market adjustment (6.5%)	1/1/23 2.5%	1/1/24	1/1/25	1/1/26 2.5%	1/1/27
9	Step 0 (hiring rate)	\$21.47	\$22.87	\$23.44	\$24.02	\$24.62	\$25.24	\$25.87
7	-	\$21.81	\$23.23	\$23.81	\$24.40	\$25.01	\$25.64	\$26.28
∞	2	\$22.48	\$23.94	\$24.54	\$25.15	\$25.78	\$26.43	\$27.09
0	က	\$23.27	\$24.78	\$25.40	\$26.04	\$26.69	\$27.36	\$28.04
9	4	\$24.12	\$25.69	\$26.33	\$26.99	\$27.66	\$28.35	\$29.06
=	5	\$25.01	\$26.64	\$27.30	\$27.98	\$28.68	\$29.40	\$30.14
12	ဖ	\$26.29	\$28.00	\$28.70	\$29.42	\$30.15	\$30.91	\$31.68
13	7	\$27.76	\$29.56	\$30.30	\$31.06	\$31.84	\$32.63	\$33.45