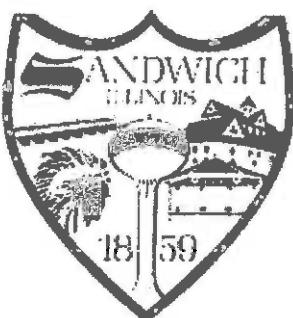


ILLINOIS FOP LABOR COUNCIL

and

CITY OF SANDWICH Patrol



May 1, 2023-April 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487

Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



AGREEMENT

between the

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

and

CITY OF SANDWICH
(Patrol)

May 1, 2023 through April 30, 2027

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PREAMBLE

This Agreement is entered into by the City of Sandwich (hereinafter referred to as the "City" or the "Employer") and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Labor Council" or "Union"). In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows.

ARTICLE 1 RECOGNITION

Section 1.1 Recognition

Pursuant to the certification by the Illinois State Labor Relations Board Case No. S-RC-08-121, the City hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment for employees in the following unit.

Included: All full-time sworn police officers ("Officers" or "Employees") below the rank of Sergeant.

Excluded: All other employees employed by the City of Sandwich.

Section 1.2 Bargaining Unit Work

The City may utilize the services of part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-21, as amended, provided that the use of part-time officers will not result in any layoffs or reduction of normal work hours by bargaining unit members. Work time for part-time officers may be scheduled by the City, but the City shall post the opportunity five (5) days in advance of the anticipated scheduled time, which posting will remain up until forty-eight (48) hours before the beginning of the scheduled time. During the time that the part-time work hours are posted, eligible full-time Officers shall have the option to sign up to work the posted work time, in which case those signing up shall be required to work if called. When full-time Officers sign up for overtime, assignments shall be awarded to full-time officers based on the relative seniority of those who requested to work the posted assignments. If no eligible full-time Officer signs up for an overtime opportunity within the posting time limits, then part-time Officers scheduled to work the posted hours shall be permitted to do so, or the City may mandate, in inverse seniority order, that full-time Officers work the overtime. Unscheduled overtime (for example, due to illness) may be worked by a part-time officer in the event that reasonable efforts have been made to notify all eligible full-time Officers (such as by a telephone call to the Officer's home telephone number or such other number as the Officer may have on file as the number at which he can be reached) of the work opportunity, and no eligible full-time Officer has accepted the opportunity. For purposes of this Section, "eligible" full-time Officers do not include those who are fatigued or who otherwise are not fit for duty.

Section 1.3 Probationary Period

The probationary period for all Employees shall be twelve (12) months in duration. During the probationary period, the Employee is entitled to all rights, privileges, and benefits provided for in

this Agreement. Notwithstanding the foregoing, the City may discharge a probationary Employee without cause and such action shall be final and the Employee shall have no recourse under the grievance procedure or otherwise in this Agreement to contest such discharge. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his or her last date of hire with the City.

ARTICLE 2 (RESERVED)

ARTICLE 3 MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City, including the Police Department, in all its various aspects, including but not limited to all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained are the City's right to determine its mission and set standards of service offered to the public; to direct or reassign the working force or any individual therein; to plan, direct, control, and determine the operations or service to be conducted in or at the Police Department or by the employees of the City; to meet and confer with employees directly, either individually or collectively; to schedule, assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for cause; to relieve Employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons; and to make and enforce reasonable rules and regulations; provided that any of the above rights shall not conflict with any of the provisions of this Agreement. The City retains its right to take any action mandated by State law and nothing in this Agreement shall prohibit such action. The City further retains its right to perform its management responsibilities and to take any action necessary to carry out those responsibilities except where prohibited by this Agreement, provided, however, that the exercise of any of the aforementioned rights under this Article shall not conflict with any express written provisions of this Agreement, and such exercises are subject the provisions of the Illinois Public Labor Relations Act.

ARTICLE 4 NON-DISCRIMINATION

Section 4.1 Equal Employment Opportunity

The City will continue to provide equal employment opportunity for all men and women, and develop and apply equal employment practices.

Section 4.2 Union Membership or Activity

Neither the City nor the Union shall interfere with the right of Employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such Employees because of lawful Union membership or non-membership activity or status.

Section 4.3 Use of Masculine Pronoun

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

ARTICLE 5 FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 5.1 Dues Deduction

While this Agreement is in effect, the City will deduct from each Employee's paycheck the appropriate dollar amount of Labor Council dues for each Employee in the bargaining unit who has filed with the City a voluntary, written authorization form (attached hereto as Appendix "B") which has been authorized by the Labor Council. The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each Employee in order to ease the City's burden in administering this provision. The Labor Council will give the City thirty (30) days' notice of any such change in the amount of uniform dues to be deducted. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all Employees shall be remitted, together with an itemized statement, to the Labor Council by the tenth (10th) day of the month following deduction. Any Labor Council member desiring to revoke the dues authorization, may do so by written notice to the Council and the Employer by certified mail, return receipt requested. The City shall provide the Labor Council within thirty (30) days of hire, the name, address, classification, rate of salary and starting date of any new Employee hired into the Labor Council's bargaining unit. The Union agrees to refund to the Employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 5.2 FOP Labor Council Indemnification

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the Employee any such amount.

ARTICLE 6 LABOR MANAGEMENT MEETINGS

Section 6.1 Meeting Request

The Labor Council and the City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings shall be held only when mutually agreed upon by both parties. The agenda, time, and location for such meetings shall also be mutually agreed upon at least seven (7) calendar days prior to the meeting. To effectuate the purpose and intent of the parties, both parties agree to meet as necessary. Such meetings and agendas shall be limited to:

- a) Discussion on the implementation and general administration of Agreement;
- b) A sharing of general information of interest to the parties;
- c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the City which may affect employees; and
- d) Safety issues.

Section 6.2 Exclusivity of Meetings

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 meetings", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 6.3 Employee Attendance at Meeting

Attendance at labor management meetings shall be voluntary on the Employees' part, and attendance during such meetings shall be considered time worked for compensation purposes, provided such hours are within the Employee's regularly scheduled workday. Otherwise, time spent in such meetings shall not be considered as time worked for compensation purposes. If the work schedule of the Stewards of the bargaining unit does not allow for attendance, appropriate release time will be granted.

Section 6.4 Department Meetings

Employees shall attend, at the option of the City, up to two Department meetings each year. No such meeting shall be longer in duration than two hours. Employees shall be paid at their regular rate of pay for attendance at such meetings. Hours spent at such meetings shall count as hours worked for purposes of calculating overtime pay.

ARTICLE 7 LABOR COUNCIL REPRESENTATION

Section 7.1 Right of Entry

Authorized representatives of the Labor Council shall have reasonable access to the Employer during working hours to converse with members of the Labor Council and /or representatives of the Employer concerning matters covered by this Agreement, provided advance notice shall be given to the Chief of Police or his designee.

Section 7.2 Activity During Work Hours

Reasonable time while on duty shall be permitted a Labor Council representative for the purpose of aiding or assisting or otherwise representing Employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. The Council shall provide the names of its Employee Union Representatives to the Chief of Police. In addition Employees shall, after giving appropriate notice to and receive permission from the Employer, which permission shall not be unreasonably withheld, shall be allowed reasonable time off, without loss of pay during regular work hours to attend grievance hearings or grievance meetings, labor-management meetings, or other meetings with the Employer, at the premises of the Employer, if by virtue of their position with the Labor Council, their attendance is necessary.

Section 7.3 Attendance at Meetings

The Employer agrees that duly authorized representatives of the Labor Council shall be allowed to use their available time off to attend general, executive or special meetings of the Labor Council, provided that at least five (5) calendar days written advance notice of such meetings shall be given in writing to the Employer.

Section 7.4 Representation

At the employee's request, a Labor Council representative will be allowed to attend any investigatory interview, which the employee reasonably believes may lead to discipline. If said Labor Council representative is an employee, the employee shall be released from the Employee's regular work hours without loss of pay. The representative should request from the Chief of Police and receive approval to attend such meetings, which approval shall not be unreasonably denied. The interview shall be reasonably delayed to allow the employee an opportunity to have a Labor Council representative of his choosing be present. In no event shall the interview be delayed more than three business days unless the interview constitutes an interrogation pursuant to UPODA.

Section 7.5 Labor Council Negotiating Team

Members designated as being on the Labor Council negotiating team who are scheduled to work on a day which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work.

Section 7.6 Delegates

Any employee chosen as a delegate to an Illinois Fraternal Order of Police Labor Council conference or meeting shall be allowed the use of available time off options to attend any such meetings or conferences, provided that the employee submits a written request to the Employer at least five (5) calendar days in advance of such date.

ARTICLE 8 INDEMNIFICATION

The City will indemnify the employees in accordance with the applicable law (65 ILCS 5/1-4-6). employees shall have legal representation by the City in any civil cases of action brought against an employee resulting from or arising under this Section provided that the employee has given the Employer notice as required by 65 ILCS 5/1-4-6. The City will provide the protection set forth above only so long as the employee is acting within the scope of his /her employment and so long as the employee cooperates with the City in defense of the action(s) or claims.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 9.1 Departmental Work Schedule

The normal workday for Patrol Officers currently consists of twelve (12) hours, with the exception of Officers assigned as an Investigator ten (10) hours, and KCPAT Inspector eight (8) hours (including a paid lunch period and paid breaks). The Employer shall not alter the above current practices without first notifying the Union of its intentions and providing the Union with an opportunity to provide its comments thereon. Except in the case of an emergency, the City shall give the Union at least thirty (30) calendar days advance notice before the scheduled commencement date of such alteration in the workday, work period and/or schedule, and the City shall discuss the change with the Union upon its request. Changes shall not be made for arbitrary or capricious reasons and shall be based on the operational needs of the Department. The Union shall retain its right to effects bargaining concerning any such change.

The normal workday for personnel in other assignments (i.e., School Resource) shall be as dictated by the Police Department (including a paid lunch period and paid breaks).

A work cycle consists of fourteen (14) continuous days. The normal work week shall consist of forty (40) hours (as averaged over the work cycle). employees shall bid quarterly shifts (January 1st, April 1st, July 1st, and October 1st) on a seniority basis annually. Seniority shall be based upon continuous full-time service as a police officer with the City of Sandwich. Thirty (30) days prior to January of each year bargaining unit members shall submit bids on shift requests. These bids shall be honoured based upon seniority.

Once shift assignments are made for any given quarter, the Police Chief or his designee shall have the right to transfer Officers to shifts other than the shifts to which they were initially assigned for reasons having to do with the operational needs of the Department, such as the need for qualified Officers to fill permanent assignments or OIC assignments, seniority imbalances among shifts, and the need for closer supervision of Officers with performance problems. An Officer shall be given as much advance notice as practicable before being transferred, and shall not be transferred for arbitrary, capricious, or discriminatory reasons. New schedules must be posted no later than fourteen (14) days before the effective date.

Section 9.2 Trading Shifts

Employees shall be allowed to trade shifts within the same pay period when it is requested in writing by an Employee, signed by the Employee involved and approved by the Shift Supervisor or his designee, the approval of which shall not be unreasonably denied. The City shall provide an explanation for any such denial.

Section 9.3 Overtime Pay

An employee shall be paid one and one-half (1 ½) times the regular straight-time hourly rate-of-pay for all hours worked in excess of the employee's regularly scheduled work day and/or in excess of (Patrol) eighty (80) hours in a work cycle or any time worked on an employee's scheduled time off; (Investigations/KCPAT) forty (40) hours in a work week, or any time worked on an employee's scheduled time off. In addition, an employee shall receive compensation at the rate of two (2) times his regular straight-time hourly rate-of-pay for any required work performed on his third day off or last scheduled day off in a scheduled work week (the twenty-four (24) hour period prior to the beginning of their first shift back to work). At the employee's request, compensatory time may be elected in lieu of overtime, as provided in Section 10, Compensatory Time, at the rate of one and one half (1½) hours or two (2) hours, as applicable, for each hour of overtime worked. Paid lunch and break time shall be included in "hours worked" for purposes of computing overtime under this Section. For purposes of calculating overtime, all compensable hours shall count as hours worked.

Section 9.4 No Pyramiding

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

Section 9.5 Court Time

- A. Officers covered by this Agreement who are (i) required by City to attend court or inquests, or (ii) subpoenaed for legal matters arising within the scope of their employment as police officers for the City of Sandwich and concerning their official duties, and who are compelled to appear outside their regularly scheduled work hours, shall be compensated at the overtime rate of one and one-half (1 ½) times or two (2) times the regular straight time hourly rate of pay, as applicable. For said overtime hours, there shall be a guaranteed minimum of two (2) hours or time served, whichever is greater, if said overtime hours are outside the Officer's regularly scheduled hours, and not immediately before or after said regular hours. Officers will be paid for lunch periods if required to return for further testimony after a lunch period on the day of the required appearance.
- B. Officers subpoenaed for legal matters arising within the scope of their employment as police officers for the City of Sandwich and concerning their official duties, and who are compelled to appear in a court outside and more than thirty-five (35) miles from the corporate limits of the City, shall in addition, be reimbursed for necessary mileage (if not using a City vehicle), meals and other reasonably necessary expenses.
- C. Subpoenas served on Officers shall promptly be delivered by the Officer to the Chief or his designee for City processing. Subpoena cancellations, other than those processed through the City, not given with a four (4) hour notice prior to the scheduled time of appearance, will result in the minimum court allowance payment to the Officer as provided for above.
- D. All above court time shall be computed on the basis of portal to portal.

Section 9.6 Stand-By-Pay

Officers required to be on-call outside of their regularly scheduled hours of work shall receive for each day, or portion thereof, of on-call status, two (2) hours pay for up to eight (8) hours of stand-by time at the applicable overtime rate of pay of one and one-half (1 ½) times or two (2) times their straight time hourly rate of pay. Stand-by pay under this Section shall be in addition to pay for time worked at the applicable rate, should the Officer be called in to work from on-call status.

Section 9.7 Computation of Hourly Salary

For the purposes of determining overtime compensation, an employee's hourly salary shall be computed based upon an annual work year of 2080 hours and their base pay.

Section 9.8 Overtime Work

- A. **Overtime Assignments:** The Employer may require employees to work overtime. Whenever practicable, overtime will be scheduled on a voluntary basis by offering the assignment to officers in seniority order.

If the overtime work for the shift continues to remain unfilled, an employee (on inverse seniority basis) shall be ordered to work the overtime.

Notwithstanding the foregoing, specific employees may be selected for special assignments based upon specific skills, ability and experience they possess.

B. **Off-Duty Details:** Details or overtime offered to the Police Department outside of the normal work schedules shall be posted in advance and those wishing to work said details or overtime shall have the opportunity to sign-up for the available details. If there are more Officers wishing to work the detail than Officers needed, the detail shall be assigned to the most senior Officer so long as the most senior Officer has not worked more prior details than the less senior Officer who wishes to work the detail; if the senior Officer has worked more prior details, then the less senior Officer shall have the opportunity to work said detail. Whenever practicable, these overtime detail opportunities shall be divided equally among all eligible Officers. This overtime tally roster shall reset annually on May 1st of each year.

Section 9.9 Call Back

A "call back" is defined as an Officer's assignment of work which does not continually precede or follow an Officer's regularly scheduled working hours. Officers "called back" to the Employer's premises at a specified time on a regularly scheduled work day shall be paid for a minimum of two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the appropriate overtime rate.

Section 9.10 Compensatory Time

At the employee's option, the employee shall be credited with compensatory time at the appropriate overtime rate (of one and one-half (1 ½) or double (2) time) as dictated by this Agreement, in lieu of paid overtime. Employees will not be required to remain on standby status when compensatory time is approved. Compensatory time shall be taken at the minimum of one (1) hour increments. Accumulation of compensatory time shall be limited to one hundred (100) hours. All compensatory time in excess of this amount will be paid to the employee at the appropriate overtime rate. Upon separation, any unused time shall be paid at the employee's final regular rate of pay. At the employee's option, any Employee with compensatory time not scheduled for use or not able to be scheduled for use by December 15th of each calendar year, shall be paid for all accrued compensatory time on the following pay period, provided adequate time is available for payroll processing, but in any case, no later than the last pay period of the calendar year. If the employee does not elect the above option, the compensatory time shall remain in the employee's compensatory time bank for future use, but not to accumulate in excess of one hundred (100) hours.

Section 9.11 Payroll Checks

The City shall continue its current practice by paying employees biweekly (i.e. once every two weeks). Payroll checks shall be ready for issuance and issued by 0600 hours on Friday.

ARTICLE 10 EMPLOYEE SECURITY

Section 10.1 Just Cause Standard

No employee covered by this Agreement shall be disciplined without just cause. No employee covered by this Agreement, excluding Probationary employees, shall be discharged or terminated without just cause.

Section 10.2 Corrective Discipline

The Employer agrees to use its best efforts to follow the tenets of progressive and corrective discipline. The parties further agree that oral or written warnings and suspensions of up to and including three (3) days shall be expunged from an employee's personnel and/or disciplinary file(s) twenty-four (24) months after the warning is received by the Employee, provided there has been no repetition of the offense within the twenty-four (24) month period. All such expungements shall take place upon written request by the Employee to the Chief of Police.

Section 10.3 Employee Notification

A copy of any disciplinary action which is placed in the personnel and/or disciplinary file(s) shall be sent to the Officer within seven (7) calendar days of being placed into said file(s).

Section 10.4 Pre-Discipline Meeting

Before an Employee is discharged or suspended, the Employer shall provide such employee with:

- Notice of the charges giving rise to the contemplated action;
- An explanation of the evidence giving rise to the charges; and
- An opportunity to be heard on/or to respond to such charges.

In the event that the employee chooses to be heard on pending charges, he shall be permitted to have a Labor Council representative present.

Section 10.5 Personnel Files

Upon written request of an employee, the Employer shall permit said employee to inspect, and if he/she so chooses to copy, his/her file, in compliance with the Personnel Records Review Act, 820 ILCS 40/0.01 *et seq.*

Section 10.6 Personal Assets

No employee shall be required or requested to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household), except as part of a formal investigation.

Section 10.7 Document Review

The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee covered by this Agreement whose pay is in dispute or any other records of the employee pertaining to a specific grievance under this Agreement, at reasonable times with the employee's consent, in accordance with applicable state and federal law.

Section 10.8 Release of Information

No photograph or personal information about an employee will be disclosed by the City to the media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will also include an employee's home

address and home telephone number. This Section does not prohibit photographs taken for publicity purposes and does not prohibit disclosures as required by state and federal law.

Section 10.9 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection shall not be used in any manner or any forum adverse to the employee's interest.

Section 10.10 Use of Unfounded or Exonerated Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the employee in any future proceedings.

Section 10.11 Investigation of Employee

The City shall follow the procedures set forth in 50 ILCS 725/1 *et. seq.* or as amended. The City shall post a copy of the Uniform Peace Officer's Disciplinary Act on the bulletin board and/or make available a copy to each member of the bargaining unit. Counseling and discipline of employees shall be conducted in such a manner so as not to intentionally publicly embarrass or humiliate the Employee.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1 Definition

For purposes of this Agreement, a grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of the express provisions of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 11.2 Representation

Grievances may be processed by the Employee or the Labor Council on behalf of an employee or group of employees. The Labor Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Labor Council representation at any step of the grievance.

Section 11.3 Time Limits

Grievances shall be raised and settlements attempted promptly. Accordingly, in order to be considered, a grievance must be filed in writing not later than fourteen (14) calendar days after the occurrence of the event giving rise to the grievance, or within fourteen (14) calendar days after the Employee, through reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. A grievance may be initiated by the Labor Council or aggrieved employee. If not filed within the applicable time limit, the grievance shall be deemed to have been "waived," and shall not be processed further. If the City fails to provide an answer within the time limits so provided, the Labor Council or grievant may immediately appeal to the next step. Similarly, if a grievance is not appealed to any step of the grievance procedure or to arbitration within the time limits set forth herein, it shall be considered to have been settled on the basis of the City's last answer. Any of the time limits referred to in this section may be extended by mutual agreement in writing. A grievance shall be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing on the form attached hereto as (Appendix "C") to the Chief of Police or his designee indicating that the matter is a grievance under this Agreement. The grievance shall contain a summary statement of the essential facts, identify the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee, through reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. The Chief of Police or his designee shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the City Mayor or his designee within ten (10) calendar days after receipt of the Employer's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The City Mayor or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to both parties. If no settlement of the grievance is reached, the City Mayor or his/her designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council Grievance, within ten (10) calendar days following their meeting.

Section 11.4 Arbitration

If the grievance is not settled in Step 2, and the Labor Council wishes to appeal the grievance from Step 2 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the City Mayor or his designee's written answer as provided to the Labor Council at Step 2.

- (a) In the event the parties are unable to agree upon an arbitrator within seven (7) calendar days after the City's receipt of the notice of referral to arbitration, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) names. Each party retains the right to reject one panel in its entirety and request that a next panel be submitted. Both the City and Labor Council shall alternately strike names from the panel, one at a time. The first party to strike shall be determined by the flip of a coin. The remaining person shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and City representatives.
- (c) The City and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Labor Council retain the right to employ legal counsel.

- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later, unless the parties agree to an extension thereof.
- (e) More than one (1) grievance can be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- (g) Arbitration hearings shall be held at City Hall unless the parties mutually agree in writing to a different site.

Section 11.5 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him in writing by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in anyway the application of laws and rules and regulations having the force and effect of law. The decision shall be based solely on his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented within the limitation of this Section 11.5. The decision of the arbitrator shall be final and binding.

Section 11.6 Disciplinary Appeals

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary Officer for up to thirty (30) calendar days or dismiss a non-probationary Officer for just cause, without filing charges with the City Board of Fire and Police Commissioners. Neither the Police Chief nor the City or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead, all such discipline shall be imposed by the Police Chief or his designee. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein. If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with this Article 11, except that it shall be filed at Step 2 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause, the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, a portion thereof, or no back pay. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in this Article 11. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement,

and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the City Board of Fire and Police Commissioners. The City Board of Fire and Police Commissioners is divested of jurisdiction to hear disciplinary charges involving bargaining unit employees, including requests to demote bargaining unit employees. Discipline of probationary Officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

Section 11.7 Working Days Defined

As used in this Article, the term "working days" shall mean Monday through Friday, excluding Saturdays, Sundays, and holidays.

Section 11.8 Bypassing Steps

The parties may, by mutual agreement in writing, agree to bypass one or more steps of the grievance procedure.

ARTICLE 12 GENERAL CONDUCT

Patrolmen of the Police Department, as members of the public service, must conduct themselves in a manner so as to bring credit to the Police Service. All Employees shall abide by the laws of the State of Illinois and the United States of America and, to the extent that they are not in conflict with any provisions of this Agreement, the Ordinances of the City, the rules and regulations of the City of Sandwich Board of Fire and Police Commissioners, to the extent applicable, and the rules and regulations of the City of Sandwich Police Department.

ARTICLE 13 NO STRIKE OR LOCK OUT

Section 13.1 No Strike

Neither the Labor Council nor any Officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike during the life of this Agreement.

Section 13.2 No Lock Out

The City will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Labor Council.

Section 13.3 Judicial Restraint

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

ARTICLE 14 HOLIDAYS

Section 14.1 Holidays

Holidays shall accrue for all employees when they are observed. The employees shall receive a regular day's pay for each of the following paid holidays per year:

New Year's Day

Veteran's Day

Day after Thanksgiving

Labor Day

Thanksgiving Day

Memorial Day

Christmas Eve
Christmas Day
Good Friday

Independence Day
New Year's Eve

Section 14.2 Personal Holidays

Each employee covered by this Agreement shall be entitled to twenty (20) hours off with pay annually during the life of this Agreement. The taking of personal leave shall be scheduled with the Chief or his designee and, where possible, the employee shall give not less than twenty-four (24) hours' notice prior to the proposed leave. This notice may be waived by the Police Chief or his designee. Said leave shall be taken in no less than two (2) hour increments up to a maximum of one full workday at any one time and shall not be unreasonably denied.

Section 14.3 Holiday Pay

Employees covered by this Agreement shall be paid a regular day's pay when their regularly scheduled day off falls on the actual day of the holiday. When an employee's regular workday falls on the actual day of a holiday or the employee is called in from his regular day off on the actual day of a holiday, the employee shall be paid two (2) times the regular straight time hourly rate of pay for all hours worked, in addition to Holiday Pay.

Section 14.4 Holiday During Vacations

When a holiday falls during an employee's vacation, the employee shall have the option of receiving a regular day's pay for the holiday or having an additional day off at the beginning or end of his vacation. If an employee is called back from vacation to work, it shall be for the entire shift. Additionally, at the employee's option, said employee will be allowed to re-bank said vacation day(s), to be taken at a later date, or receive the additional day's pay. In order for any Employee to be entitled to holiday pay, he/she shall be required to have been at work and worked the last scheduled workday preceding the holiday and the first scheduled workday following the holiday unless said absence is excused by the Police Chief as scheduled vacation, or in the case of permitted emergency leave or in the case of sickness if a doctor's certificate is presented.

Section 14.5 Holiday Holdover Pay

On a recognized holiday, any employee held over beyond his regular shift hours shall be paid at the rate of double time.

Section 14.6 Holiday Hours Defined.

A holiday shall cover a twenty-four (24) hour period beginning at 0000 hours on the day of the holiday and continue until 2400 hours of the holiday.

ARTICLE 15 SENIORITY, LAYOFF AND RECALL

Section 15.1 Definition of Seniority

Seniority for non-probationary employees shall consist of continuous service with the City from the last date of hire as a full-time Police Officer for the City. Seniority shall date from the original date of hire once the probationary period has been served and shall not be affected by periods of absence that qualify as "creditable service" within 40 ILCS 5/3-110. If hired on the same date,

ranking on the eligibility list shall establish seniority, with the employee higher ranking being the more senior.

Section 15.2 Seniority List

On or before January 1st each year, the Employer will post and provide the Labor Council with a seniority list setting forth each employee's seniority date. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 15.3 Layoff

If the Employer so determines that layoffs are necessary. Employees covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/10-2.1-18. All employees and the Labor Council shall receive notice in writing of the layoffs at least forty-five (45) days in advance of the effective date of the layoff. Prior to laying off any full-time, non-probationary, sworn employees covered by this Agreement, first all part-time or temporary sworn employees, then all probationary sworn employees functioning within the Police Department shall be laid off or terminated, as the case may be.

Section 15.4 Termination of Seniority

Employee's seniority ends only when he/she: quits; or is discharged for just cause; or fails to return in accordance with the terms of recall from layoff.

Section 15.5 Recall

Employees who are laid off shall be placed on a recall list and remain eligible for a recall for a minimum of twenty (24) months. If there is a recall, employees who are eligible for a recall shall be recalled in order of seniority, (the most senior being the first to be recalled) and given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Labor Council, provided that the Employee must notify the City of his/her intention to return to work within fourteen (14) calendar days after receiving notice of recall. The employee will be expected to report to work fourteen (14) calendar days after sending such notice of intent. This time period can be mutually extended. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the Employee to provide the City with his/her latest mailing address. If an employee fails to timely respond to a recall notice his/her name shall be removed from the recall list. If the City has reason to question an employee's fitness for duty, following a layoff, the City may require, at its expense, the recalled employee to submit to an examination by one (1) or more qualified and licensed medical (professional(s) to determine fitness for duty.

ARTICLE 16 VACATIONS

Section 16.1 Eligibility and Allowances

Every employee covered by this Agreement shall be eligible for paid vacation time after the completion of his probationary period with the City. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowance shall be earned as follows:

After completion of:

(1) year of service	(80 hours)	(14) years of service	(180 hours)
(3) years of service	(90 hours)	(15) years of service	(190 hours)
(4) years of service	(100 hours)	(16) years of service	(200 hours)
(5) years of service	(110 hours)	(17) years of service	(200 hours)
(6) years of service	(120 hours)	(18) years of service	(210 hours)
(7) years of service	(120 hours)	(19) years of service	(220 hours)
(8) years of service	(130 hours)	(20) years of service	(230 hours)
(9) years of service	(140 hours)	(21) years of service	(240 hours)
(10) years of service	(150 hours)	(22) years of service	(240 hours)
(11) years of service	(160 hours)	(23) years of service	(250 hours)
(12) years of service	(160 hours)	(24) years of service	(260 hours)
(13) years of service	(170 hours)	(25) years of service or more	(270 hours)

Section 16.2 Vacation Pay

Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect on the payday immediately preceding the employee's vacation.

Section 16.3 Scheduling

Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference being made on a first-come first-serve basis. Requests for vacation of forty (40) hours or more shall be made in writing at least thirty (30) days prior to commencement of the vacation. If more than one employee has selected the same vacation period and submitted his request at the same date and time, the employee with the greater seniority, as defined in this Agreement, shall have the right of first choice. All vacation time must be taken in minimum of one (1) hour increments.

Section 16.4 Vacation Carry-Over

Employees shall not be allowed to carry over or accumulate vacation time from one anniversary of employment year until the next unless a specific written request to do so is made by the Employee to the Police Chief prior to any carryover. However, no carryover of more than eighty (80) hours of vacation time from one year's vacation period to the next shall be permitted. Any accrued time in addition to said eighty (80) hours shall be payable as of the employee's full-time employment anniversary date. Upon said request by an Employee, the Police Chief shall thereafter make a recommendation to the City Council with respect to the employee's request. As to any time carried over as aforesaid, an employee may, by written request, through the Police Chief, ask the City Council for approval to "buy back" said unused, accrued vacation time which could be carried over. If the employee requests the carry over and the buy back, the buy-back shall be a relinquishment by the employee of the unused, carried over, accrued vacation time at the Employee's current hourly rate of pay.

Section 16.5 Vacation Benefits at Separation

In the event of a separation from City employment, an employee's accrued vacation time, to the date of separation, shall be paid to him at the time of separation from the City employment at his current regular hourly rate, provided that the employee has given at least two (2) weeks prior notice of resignation or retirement. Employees dismissed or terminated for cause or other disciplinary reasons (including but not by way of limitation: dishonesty, drunkenness, drug or chemical abuse,

or criminal conduct while on the job or conviction of a crime) shall not be entitled to accrued vacation time pay. In the case of an employee's employment with the City being terminated as a result of the employee's death, accrued vacation time shall be paid to or on behalf of the estate of the deceased City employee.

ARTICLE 17 SICK LEAVE

Section 17.1 Days Earned

Sick leave is a privilege, not a right, extended to all employees under this Agreement. New employees hired the 1st through the 15th of the month, will begin accruing sick leave on the first day of the month of hire; Employees hired the 16th through the 31st day of the month will begin accruing sick leave on the first day of the month following their employment date.

Example: Employees hired 04/01/09 thru 04/15/09 would begin accruing sick leave on 04/01/09
Employees hired 04/16/09 thru 04/30/09 would begin accruing sick leave on 05/01/09

Sick leave is extended at the rate of ten (10) hours for each month of service. Once an employee has completed at least one (1) year of continuous full-time service prior to the start of the fiscal year (May 1st to April 30th), said employee shall thereafter be credited with (one hundred twenty (120) hours of sick leave at the beginning of each fiscal year. Unused sick leave may be accumulated and carried over to succeeding years but not to exceed a total of sixty (60) days (600 hours) at any time of carried over and newly credited sick leave. At the end of each fiscal year, each full-time employee may elect to carry over to the next fiscal year unused sick leave, or to be paid for all or part of any unused sick leave at said employee's current base rate. However, all unused sick leave exceeding sixty (60) days (600 hours) shall be paid to the employee. If an Employee terminates after one (1) year of service, the Employee will be paid for any then, existing unused sick leave. If an employee terminates prior to one (1) year of service, no pay for unused sick leave is allowed. Sick Leave can be utilized in one (1) hour increments. In case of an employee's death, any unused sick leave pay will be paid to the employee's estate.

Section 17.2 Sick Leave Utilization

Sick leave may also be utilized for the employee's immediate family member illness, injury and medical appointments. For purposes of this Section, the term "immediate family" shall mean the following: husband, wife, domestic partner, son or daughter, step-son, step-daughter, father, mother, sister, brother, step-brother, step-sister, step-mother, step-father, father-in-law, mother-in-law, grandchild or grandparent.

Section 17.3 Reporting

In cases where an employee cannot report for work due to illness, the Supervisor or Police Chief shall be advised no later than one (1) hour prior to the beginning of the shift on the day of absence. Failure to notify his supervisor when becoming ill and unable to report for work, or if there is any change in one's physical/mental health that could disqualify the individual from being employed by the City, may result in disciplinary action. Additionally, the use of sick leave without just cause, false statement, or the furnishing of any false information with reference thereto by any member or employee of the City is strictly prohibited.

Section 17.4 Doctor's Certificate Required

In the event that more than three (3) days sick leave are consecutively taken, a doctor's certificate shall be required to be furnished to the Supervisor by the employee.

Section 17.5 Absence from Work

Absence from work without permission or abstaining wholly, or in part from the full performance of one's duties in one's normal manner without permission may result in disciplinary action. To this end, employees claiming physical or mental incapacity relating to their employment, shall honor the request of the City or its designated agent, to be periodically interviewed, as to the nature and extent of a claimed injury or illness and/or submit to an examination of the claimed physical/mental incapacity by a physician chosen by the City or its designated agent. The examining party must be licensed by the State of Illinois to conduct such examination and the results of the examination shall be made available in its entirety both to the City and to the employee. Failure to honor such a request of the City, or its designated agent, shall be in violation of this Section.

Section 17.6 Fractional Day Sick Leave Pay Policy

An employee who works less than a regularly scheduled day due to illness will be paid to the nearest quarter hour. Sick day balance will be adjusted accordingly.

Section 17.7 Sick Leave During Probationary Period

During an employee's probationary period, sick leave shall be earned as specified in Section 1 of this Article. Probationary employees may be paid for days not worked due to illness during such probationary period on approval of the Police Chief.

Section 17.8 Sick Leave/Termination Policy

Upon termination, an employee shall be paid for all unused sick leave days to the day of termination at his current base rate. In case of an Employee's death, any unused sick leave pay will be paid to the employee's estate.

ARTICLE 18 ADDITIONAL LEAVE OF ABSENCE

Section 18.1 Unpaid Discretionary Leave

The City may grant an unpaid leave of absence under this Article to any bargaining unit Employee where the City, in its sole discretion, determines there is good and sufficient reason, and the operation of the Department will not be materially affected.

Section 18.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police or his/her designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Employer and it shall be in writing.

Section 18.3 Military Leave

Military leave and benefits shall be granted in accordance with the applicable Federal, State, and local statutes.

Section 18.4 Emergency Leave

Employees shall be granted emergency leaves of absence with pay in the case of the death or serious illness of a member of the employee's immediate family, for attendance at said family member's funeral, or attending to said family member's personal needs. Such emergency leaves of absence shall be granted, at the employee's option, for up to three (3) days with pay. For purposes of this Section, the term "immediate family" means the following: husband, wife, son or daughter, or step-son, step daughter, father, mother, sister, brother, step-brother, step-sister, step-mother, step-father, father-in-law, and mother-in-law. Employees shall be granted emergency leaves of absence, at the employee's option, up to two (2) days with pay in the case of the death or serious illness of a relative other than the employee's immediate family, for attendance at said relative's funeral or attending to said relative's personal needs. For the purpose of this section, the term "relative" means the following: brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandfather, grandmother and grandchildren. Emergency leaves of absence for matters affecting aunts and uncles shall be limited to one (1) day with pay. No emergency leave shall be granted with pay for a period in excess of three (3) days unless otherwise approved by the Mayor and the City Council. Employees shall notify the Chief as soon as the employee knows of the number of days to be taken as provided above, together with the relationship of the employee to the relative. Days taken as emergency leave shall not be deducted from sick leave or another paid leave.

Section 18.5 Line of Duty Injury

An employee who sustains an injury or illness arising out of and in the course of employment with the City and who additionally meets the requirements and conditions for benefits of 5 ILCS 345/0.01 *et seq.* shall be covered by the provisions of the Public Employees Disability Act, 5 ILCS 345/0.01 *et seq.*, and shall suffer no loss of, and will continue to accumulate, any and all benefits provided by the Act for the time specified in the Act. This provision does not expand the rights of employees beyond those provided for in the Act.

Section 18.6 Leave Request For Serious Health Conditions And Personal Matters

Other than required by law or this Agreement, employees may request a general leave of absence to cover periods of recuperation or incapacity due to a serious health condition or for personal matters. Such leaves, when approved, shall be on an unpaid basis. Leaves of absence for a serious health condition shall not be granted until the employee has taken all accumulated sick leave. For the purposes of this Section 6, a serious health condition shall mean an illness, injury, impairment, or physical or mental condition that involves:

- A. A period of incapacity or treatment in connection with an overnight stay in a hospital, hospice, or residential medical care facility; or
- B. Continuing treatment by a health care provider that includes any one or more of the following:

1. A period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition.
2. Any period of incapacity due to pregnancy, or for prenatal care.
3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
5. Any period of absence to receive and recover from treatments by a health care provider either for restorative surgery or for a condition that would likely result in a period of incapacity for more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

C. Treatment does not include routine physical examinations, eye examinations, dental examinations, or conditions for which cosmetic treatments are administered unless inpatient hospital care is required or unless complications develop.

Section 18.7 Applications for Leaves of Absence

All requests for general leaves of absence shall be submitted in writing to the Police Chief and thereafter forwarded to the Personnel Committee Chairman for approval or disapproval by the City Council. All requests for leaves of absence due to a serious health condition shall also be accompanied by a physician's statement setting forth the reasons for the requested leave, the nature of the condition, the approximate commencement and probable duration of the condition, and the anticipated length of time the employee will need to be absent from work. Application for a leave of absence must be made prior to commencement of the leave except in the case of medical emergencies or other unforeseeable circumstances under which prior application would be impracticable.

Section 18.8 Additional Medical Opinions and Recertification

The City may, at the expense of the City, require that an employee seeking a general leave of absence for a serious health condition obtain the opinion of a second health care provider designated or approved by the City concerning any information provided in the employee's physician's statement required in Section 18.7 above.

Section 18.9 Duration of Leave of Absence

Leaves of absence may be granted for up to ninety (90) days and extensions may be granted for additional periods of up to ninety (90) days, not to exceed a total of one (1) year's leave of absence, after which time the employer/employee relationship may be terminated. An employee may, during the leave of absence, return to full employment status upon giving at least two (2) weeks written notice to the Police Chief and upon approval by the City Council.

Section 18.10 Employment Status During a Leave of Absence

Unpaid leaves of absence of less than thirty (30) days duration which have been approved by the City Council pursuant to Section 18.7 above will have no effect upon an employee's seniority, longevity, or any other privilege based on length of service or full-time employment status.

- a) **Health Insurance Coverage:** During an approved unpaid leave of absence, the City shall continue to provide the same health insurance coverage the employee would have received if that employee were working. An employee on an unpaid leave of absence of thirty (30) days or more shall be responsible for paying his monthly contributions on the first of each month during the unpaid leave period for the same amount he would pay if he were working. For unpaid leaves exceeding one hundred and eighty (180) days, the employee shall pay the City the full amount of the employee's and the City's health insurance premium for the employee beginning and due on the first of the month following one hundred and eighty (180) days of unpaid leave of absence and on the first of the month thereafter until the Employee returns to full employment status or is terminated from full employment status with the City and fails to elect continuation or otherwise is ineligible for further health insurance benefits in accordance with the requirements of law.
- b) **Effect on Other Benefits and Anniversary Date:** Employees on an unpaid leave of absence of more than thirty (30) days in duration will cease acquiring seniority and longevity as of the first day of the leave and will not accrue vacation or sick leave on such leave. The time on leave is not creditable toward any privilege of which length of service is a factor.
- c) **Holiday Pay While On Illness Leave:** Employees while on illness leave shall be entitled to holiday pay during the first thirty (30) days of such leave.

Section 18.11 Return Physical and/or Psychological Examination

An employee who has been granted a leave of absence due to a serious health condition may be required to submit to a physical and/or psychological testing(s) or examination(s) at City's expense by a physician or physicians and/or psychologists designated by City prior to the Employee's return to work. Said testing and/or examination shall be considered by City in determining fitness for duty.

Section 18.12 Failure to Return to Work

An employee who fails to return to work upon the expiration of an unpaid leave of absence shall not be returned to full employment status and shall be considered for termination from all employment with the City unless the employee applies for an extension of the leave of absence under the procedures and conditions set forth in (Applications for Leave Section) above prior to expiration of the leave. In addition to terminating employment, the City may recover from said Employee any premium the City paid for coverage for the employee under a group health plan during any period of unpaid leave under this Agreement if the employee fails to return from the leave, after the period of leave to which the employee is entitled has expired, for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

Section 18.13 Jury Duty

Any employee who is called for or selected to serve on a jury shall receive his usual rate of pay for every scheduled day of work missed because of jury duty, provided that he turns the stipend received for jury duty on these days over to the Employer, with the exception of any mileage expenses paid to said employee. Leave for jury duty will not be charged against the employee's annual leave or sick leave and all benefits will continue to accumulate during each day of jury duty leave.

Section 18.14 Court Attendance

Employees shall be granted leave, with pay, for attending court as a subpoenaed witness in a criminal case or in any case in which the City required the employee's appearance and/or in which the employee is required to give testimony concerning matters arising from his duties as a City Police Officer. Employees subpoenaed or required under this Section to appear in court shall be paid in full but will turn in to the City the amount paid to the employee as a witness fee.

Section 18.15 Family Medical Leave

The City agrees to comply with the Family and Medical Leave Act of 1993, as amended, and the rules and regulations issued and in full force and effect in conjunction therewith which are specifically applicable to the City.

Section 18.16 Temporary Light Duty Assignments

An employee receiving workers compensation benefits, if qualified for the work, may be required by the City to perform temporary light duty assignments provided a licensed medical physician has determined the employee is able to do so and such work will not adversely affect the condition for which the employee is on workers' compensation. Further, in order to aid a temporarily injured Officer on injury leave through the transition period toward full recovery from the injury (whether work related or non-work related), the City shall have the option to offer or not to offer temporary light duty assignments, if available, provided a licensed medical physician has determined the Officer is qualified for the work and such work will not adversely affect the condition for which the Officer is on injury leave. An Officer on light duty assignment will continue to earn the hourly wages and benefits he earned before going on light duty.

ARTICLE 19 UNIFORM ALLOWANCE

Section 19.1 Quartermaster System

The existing quartermaster system with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. The clothing allowances for sworn police officers shall begin on May 1st after the date of hire. The police clothing allowance is intended to be used for the replacement of uniforms made unusable due to normal wear and tear. Each Officer will be funded with \$725.00 per year for uniforms and equipment. This allowance will not be paid directly to the Employee, but will be earmarked for equipment and uniforms in a line item so designated in the general fund budget for the Police Department. Draws from this line will be authorized by the Chief of Police and payment made directly to the vendor. In addition, the Employer will provide, at no cost to Employee, a ballistic vest (minimum Level II-A) and replacement vest panels as recommended by the manufacturer (or government recalls). The Employer will also provide at no cost to the employee, equipment and uniforms required when initially hired including a flashlight, OC (oleo-resin capicum) spray, two pair of handcuffs, asp, and all carriers for equipment, including weapon. Upon separation, all uniforms and equipment provided by the Employer shall be returned to the City.

Section 19.2 Uniform Changes

In addition to the above, the Employer agrees that any changes to the uniform presently being worn will be provided for by the Employer. This includes any Departmental uniform changes.

Section 19.3 Replacement of Damaged Clothing

The Employer agrees to replace the clothing of any employee which is damaged as a result of the employee's duties, excluding ordinary wear and tear. Such incident shall be documented to the employee's immediate supervisor.

Section 19.4 Replacement of Personal Property

The Employer agrees to repair or replace corrective lenses, prescription sunglasses, wristwatch or other item of personal property which is worn or carried by the employee, and which is not prohibited by the Employer, when same is damaged or destroyed as a result of the employee's performance of duty. Such claims shall be documented by the employee to the Police Chief. Payments for replacements shall be limited to personal property of like kind, which payment shall not to exceed the value of the property nor be greater than sixty (\$60) dollars for a watch, one hundred sixty (\$160) dollars for eyeglasses, and eighty (\$80) dollars per contact lens. If these costs are recovered by any means from third parties, those costs are to be turned over to City.

ARTICLE 20 EDUCATION, TRAVEL & GENERAL

Section 20.1 Schools, Seminars, and Conferences

Registration fees for City-required attendance at any school, seminar, or conference, shall be paid by the City.

Section 20.2 Travel Expense Reimbursement and Tuition Reimbursement

- A. **Travel Expense Reimbursement:** If an employee is required to be outside the City for a minimum period of a workday on authorized City-related activities, actual meal expenses

incurred outside the City, not to exceed \$45.00 per day or the amount allocated to employees generally by the City policy, whichever is greater, will be reimbursed. Receipts for meals are required for reimbursement. The City will make no reimbursement for alcoholic beverages. If an employee is required to remain away from the City overnight on authorized City-related activities not to exceed three (3) nights, the City shall pay directly to the employee out-of-pocket lodging expenses for which receipts are presented, which should not exceed \$125.00 per night without the prior permission of the Police Chief. In the event that an Employee seeks reimbursement for an amount in excess of those amounts set forth above for food and lodging, he/she shall first make a request to the Police Chief stating the reason(s) for said request. The Police Chief shall review the request.

In the event that the employee is attending training or seminars which normally would not require overnight stays, the employee shall make any request to stay overnight in writing to the Police Chief. The Police Chief shall forward said request, with his/her recommendation for approval or disapproval to the Mayor. The Mayor shall review the request and the Police Chief's recommendation, and shall recommend its approval or disapproval to the Council.

B. Tuition Reimbursement: The City of Sandwich may reimburse City employees for tuition expense for seminars and certain schooling attended by City employees from time to time, when and to the extent that such seminars and schooling are deemed beneficial to the City. The tuition may be reimbursed upon the following conditions:

1. The employee shall give the City prior written notice of his/her intent to attend a seminar or course of schooling. Prior to enrolling in the seminar or course of schooling, the employee must provide the City with a full written description of the nature and content and purpose of the seminar or course of schooling. The employee must also provide a course syllabus, schedule, and tuition costs.
2. The employee must provide written proof acceptable to the City of his attendance at the seminar or course of study, together with a certificate of completion or passing grade report and paid tuition receipt issued by the seminar or school authority. Tuition reimbursement is discretionary and not a matter of right. Tuition reimbursement may be reviewed by the City on a case-by-case basis and may be limited from time to time due to budgetary constraints. In the event the employee terminates employment with the City, for any reason, prior to the expiration of 24 calendar months from the date of the tuition reimbursement to the employee, then the employee shall reimburse the City for said tuition expenses on a pro-rata basis. (e.g., if the Employee terminates employment 6 months after tuition reimbursement, then the employee shall reimburse the City for 18/24 of the tuition reimbursement expended by the City).

Section 20.3 Use of Personal Vehicle for Official Business

An employee required to use his/her personal vehicle for travel on behalf of the City as part of his/her required duties shall be reimbursed at a rate as the Internal Revenue Service of the United States of America shall fix, from time to time, as an average mileage rate.

Said use shall be reimbursable within a reasonable amount of time based on accurate mileage receipts from the employee.

Section 20.4 Disabling Safety Defects

No employee shall be required to use any equipment that has been designated by both the City and the Labor Council as being defective and unsafe unless the condition has been corrected.

Section 20.5 Firearms Training or Qualifications

For the purposes of firearms training or firearms qualifications, required by the City or State, the City shall provide all ammunition required to be used for such purposes, at no cost to the Officer.

Section 20.6 Cell Phone Reimbursement

An employee who is required by the City to carry and maintain a cellular phone for Departmental business shall be supplied or reimbursed for the cost of said phone and for any expenses incurred by the employee that are related to the maintenance and usage of same.

Section 20.7 Labor Council Use of Bulletin Boards

The Employer shall provide the Labor Council with designated space on an available bulletin board which will be used solely for Labor Council purposes for the posting of official Labor Council notices of a non-political, non-inflammatory nature.

ARTICLE 21 HEALTH AND LIFE INSURANCE

Section 21.1 Life Insurance

The Employer shall provide each full-time employee covered by the terms of this Agreement with term Life Insurance in the amount of \$25,000.

Section 21.2 Group Insurance Coverage

The City shall provide group health, dental (including orthodontics), vision, and prescription drug coverage for all employees covered under this Agreement (and their dependents if the employee elects to cover them). This coverage shall be provided as of the first day of the month following one (1) month of employment. The coverage and benefits shall be generally similar to the coverage and benefits existing on the effective date of this Agreement (Appendix "D", Summary of Benefits). While market and policy availability may warrant benefit changes, the City shall attempt to maintain an insurance package similar to the current package. The City shall retain the right to change insurance carriers, provided that coverage and benefits remain generally similar to the current package. Where practicable, the City will notify members of the Union at least thirty (30) days prior to changing an insurance policy or carrier. Such notice shall contain information as to changes in insurance benefits and coverage, including any increase or decrease in insurance cost as a result of the change.

Section 21.3 Cost

Effective upon the 1st of the month following the date of ratification of this Agreement by both parties, the employee shall pay 15% of the total premium and City shall pay 85% of said total premium for such benefits through payroll deduction based on the coverage chosen by the Employee.

Section 21.4 Questions Concerning Coverage

The extent of coverage is governed by the insurance agreement as set forth in the policies, and any questions concerning coverage shall be exclusively subject to and resolved in accordance with the terms and conditions of the policy and shall not be subject to this Agreement's grievance and arbitration procedure.

Section 21.5 Worker's Compensation Insurance

Worker's compensation insurance covers work related injuries. The City and employee shall comply with the Illinois Worker's Compensation Act.

Section 21.6 Inoculation

The Employer agrees to have paid from the City's health insurance and/or City's funds, full expenses for inoculation or immunization shots for the employee and for members of an employee's household, without expense to the employee, when such becomes necessary as a result of said employee's exposure in the line of duty to contagious diseases (including AIDS, tuberculosis, and hepatitis).

Section 21.7 Line of Duty Death

The City of Sandwich will provide ten thousand dollars (\$10,000.00) to the estate of any Officer of the Police Department killed in the line of duty.

Section 21.8 Public Safety Employees Benefits Act

The City agrees to comply with the terms of the Public Safety Employees Benefits Act, 820 ILCS 320/10, as amended from time to time.

Section 21.9 Retirement Pay

An employee who retires after twenty (20) or more years of service with the City shall be entitled to a lump sum retirement benefit of one hundred dollars (\$100.00) for each year he shall have worked for the City. This lump sum retirement benefit shall be subject to all required payroll deductions. Only one (1) such benefit is permitted for each Employee. Further, as to such retired Employee, the City shall sponsor and pay for a retirement dinner.

Section 21.10 Insurance Committee

The Parties shall establish and maintain a joint Labor/Management Committee on the City's Group Insurance benefits. The Bargaining Unit may select two (2) employee representatives to participate on this committee with representatives of the City, for the purposes of studying insurance coverage options, making recommendations to City for cost-saving revisions to existing coverages, provision of, deletions from, or new or replacement benefits and the like. The Committee will also review any problems with claims administration of the benefit plans. The City shall notify the Labor Council of any proposed changes to its Group Insurance benefits and coverages as soon as the City knows of them, but not less than thirty (30) days prior to any proposed change.

ARTICLE 22 WAGES

Section 22.1 Wage Schedule

Retroactive to May 1, 2023, Employees shall be compensated in accordance with the wage schedule set forth in Appendix "A", attached hereto and incorporated herein by reference.

Section 22.2 Field Training Officer

Officers designated as a Field Training Officer shall receive one (1) additional hour of pay at time and one-half (1 ½) their regular rate of pay for each full day (consisting of one-half (1/2) or more of the Officer's shift) of training. An Officer who serves as Field Training Officer for less than one-half (1/2) of the shift shall receive one-half (1/2) additional hour of pay at time and one-half (1 ½) his regular rate of pay for Field Training Officer duties.

Section 22.3 Officer in Charge (O.I.C.)

Officers assigned the duties of acting sergeant or acting supervisor by written directive of the Police Chief shall receive O.I.C. pay in the amount of one (1) additional hour of pay at time and one-half (1 ½) their regular rate of pay for each full day (consisting of more than one-half (1/2) of the Officer's shift). An Officer who serves by written directive of the Police Chief for one-half (1/2) of the shift or less shall receive one-half (1/2) additional hour of pay at time and one-half (1 ½) their regular rate of pay for such additional duties and responsibilities. This shall also apply to the senior/assigned Officer in charge of a shift (when an acting sergeant or acting supervisor is absent and the Police Chief assigns such additional duties and responsibilities by written directive).

Section 22.4 Educational Credit

Bargaining unit members shall receive the following additions to their base pay for the following degrees:

Associate's Degree	\$1,500.00
Bachelor's Degree	\$2,000.00
Master's Degree	\$2,500.00

Pay increases will be effective with the pay period following the City's receipt of the diploma and shall not be retroactive. Additionally, these amounts shall be payable at 1/26th of the appropriate amount per pay period.

Section 22.5 Canine Unit

Any employee assigned to the canine unit shall receive as compensation for the extra duties involved in the care of the dog, and other duties, shall receive an annual stipend of \$650.00, payable at 1/26th of the appropriate amount per pay period, plus one (1) additional hour of compensatory time per week, to be added to their compensatory time bank. Additionally, if the program is cancelled or the dog is retired, the handler will have first option of taking possession of the dog.

ARTICLE 23 IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, amended (5 ILCS 315/14, as it exists from time to time).

ARTICLE 24 SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any Board, Agency, or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified by the Board, Agency, or Court decision and upon issuance of such a decision the City and the Labor Council agree

immediately to begin negotiations on a substitute for the invalidated Article, Section, or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the Impasse Procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE 25 DRUG AND ALCOHOL POLICY

Section 25.1 General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of alcohol by Employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the Employees who serve will obey the law and be fit and free from the effects of drug and alcohol abuse. The City has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of alcohol and illegal substances by City Employees is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 25.2 Definitions

A. "Drugs" shall mean any controlled substance listed in Illinois' Controlled Substances Act, 720 ILCS 570, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory, or coordination. Among the drugs covered by this policy are the following:

Opium	Morphine	Codeine
Heroin	Meperidine	Marijuana
Barbiturates	Glutethimide	Methaqualone
Tranquilizers	Cocaine	Amphetamines
Phenmetrazine	LSD	Mescaline
Steroids	Psilocybin-psilocin	MDA
PCP	Chloral Hydrate	Methylphenidate
Hash	Hash Oil	

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed.

Section 25.3 Prohibitions

Violation of these prohibitions may result in disciplinary action, up to and including discharge. employees shall be prohibited from:

1. Consuming or possessing alcohol or proscribed drugs (drugs proscribed by the Controlled Substances Act) at any time during the workday on any of the City's premises or job sites, including all City buildings, properties, vehicles, and the employee's personal vehicle while engaged in City business.

2. Using, selling, purchasing, or delivery of any proscribed drug during the workday or when off duty.
3. Being under the influence of alcohol or proscribed drugs during the course of the workday.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 25.4 Administration of Tests

The City may require an employee to submit immediately to breathalyzer and/or urine tests on a specified situation basis, or if the City otherwise determines there is reasonable suspicion for such testing. If an employee is required to undergo such testing based on reasonable suspicion, the City will provide the employee with the basis for such reasonable suspicion in writing prior to the time the test is administered. In the following circumstances testing may occur:

- a) If an employee is involved in a motor vehicle accident or while operating equipment during the Employees workday; or
- b) If the employee has experienced excessive absenteeism or tardiness under circumstances giving rise to any suspicion of alcohol or drug abuse during City non-working hours.
- c) Pursuant to 50 ILCS 727/1-25 (Officer Involved Shooting), when an officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty, such officer must submit to drug and alcohol testing. The drug and alcohol testing must be completed as soon as practicable after the officer involved shooting but no later than the end of the involved officer's shift or tour of duty.

The City may use breathalyzer tests as well as urine tests for alcohol testing. For drug/alcohol tests not involving a breathalyzer, the City shall use only licensed clinical laboratories and shall be responsible for maintaining the proper chain of custody. The City shall maintain a list of approved licensed clinical laboratories and shall offer the Employee a choice of one of at least two (2) such laboratories for the conduct of drug tests pursuant to this Policy. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive result shall not be submitted to the City unless a confirmatory test result is also positive as to the same sample. Upon request, the City shall provide an Employee with a copy of any test results which the City receives with respect to such Employee. A portion of the tested sample shall be retained by the laboratory so that the Employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the Employee's choosing and at the Employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Employer from the list maintained by the City, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Within two (2) working days after the test is administered, the employee may request a meeting with the Police Chief. At any such meeting, the employee and/or the Union may raise issues relating to the testing, including reasonable suspicion. The employee shall also have a one-time only option at this meeting to admit to a drug/alcohol problem and to seek assistance from the City's Employee Assistance Program ("EAP") without being subject to any disciplinary action.

The results of any positive test shall be made available to the City. If an employee tests positive for the use of a proscribed drug, the City may take such action as the City in its discretion deems appropriate. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, and/or if the employee invokes a one-time only option to admit to the problem and to seek assistance from the EAP, the employee shall be required to enter and successfully complete the EAP, during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive the City may take such action as the City in its discretion deems appropriate. The City in any event retains the right to take such action as the City in its discretion deems appropriate if an Employee engages in conduct prohibited by Section 3 above, or in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse, subject to the just cause provision of this Agreement.

Section 25.5 Voluntary Requests for Assistance

Except where there is imminent danger to the life of an employee or others and except where the employee has invoked the one-time only option to admit to the problem and to seek the assistance provided for in Section 25.4, above, the administrator of the City's EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the City's EAP. Seeking confidential assistance from the City's EAP shall not be grounds for disciplinary action; however, the seeking of such confidentiality assistance also shall not insulate an employee from the consequences of engaging in conduct prohibited by Section 25.3 above.

Section 25.6 Expungement

If an employee is ordered to take a drug or alcohol test pursuant to this Agreement, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the employees' personnel records.

ARTICLE 26 RULES AND REGULATIONS

When existing rules are changed or new rules are established, they shall be posted prominently on Union bulletin boards. Rules and regulations will not be enforced in an arbitrary or capricious manner. The City further agrees to furnish each employee with a copy of all existing work rules within thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire, and shall sign an acknowledgement of receipt of same.

ARTICLE 27 DURATION

Section 27.1 Term of Agreement

Except as otherwise provided in specific Articles and Sections, this Agreement shall be effective from 12:01 A.M. on May 1, 2023, and shall remain in full force and effect until 12:59 P.M. on April 30, 2027. It shall continue in effect from year to year thereafter unless a notice of demand to

bargain is given in writing by Certified Mail by either party no earlier than one hundred and twenty (120) days preceding expiration. The notice referred to shall be considered to have been served as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 27.2 Continuing Effect

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

CITY OF SANDWICH

Todd Latham
Todd Latham
Mayor

9/18/2024
Date

Denise Li
Denise Li
City Clerk

9/20/2024
Date

City Seal:



**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

Keith Rominski
Keith Rominski
Unit Steward

9/23/24
Date

Jeffery Burke
Jeffery Burke
Illinois FOP Labor Council

10/7/24
Date

APPENDIX A WAGES

As a quid pro quo for the elimination of longevity, with the exception of Eric Bright, the officers' schedule will be adjusted the first year in the new wage schedule by 5% as an equity adjustment as follows:

	2022	w/5.0% equity adjustment
start	\$59,676.08	\$62,659.88
1	\$63,423.04	\$66,594.19
2	\$67,170.00	\$70,528.50
3	\$70,915.88	\$74,461.67
4	\$74,665.00	\$78,398.25
5	\$78,410.88	\$82,331.42

Eric Bright will be adjusted by 5.5% or from \$78,410.88 to \$82,723.48. This separate adjustment will only apply to Bright and once his employment ends with the City, this separate line on the wage schedule will be eliminated.

COLAs as follows:

2023 – 3.5%
2024 – 3.5%
2025 – 3.5%
2026 – 3.5%

Wages will be as follows:

	2022	5/1/2023	5/1/2023	5/1/2024	5/1/2025	5/1/2026
		w/5%equity adjustment	3.50%	3.50%	3.50%	3.50%
			2023	2024	2025	2026
start	\$59,676.08	\$62,659.88	\$64,852.98	\$67,122.83	\$69,472.13	\$ 71,903.65
1	\$63,423.05	\$66,594.19	\$68,924.99	\$71,337.36	\$73,834.17	\$ 76,418.36
2	\$67,170.00	\$70,528.50	\$72,997.00	\$75,551.89	\$78,196.21	\$ 80,933.08
3	\$70,915.88	\$74,461.67	\$77,067.83	\$79,765.20	\$82,556.98	\$ 85,446.48
4	\$74,665.00	\$78,398.25	\$81,142.19	\$83,982.17	\$86,921.54	\$ 89,963.80
5	\$78,410.88	\$82,331.42	\$85,213.02	\$88,195.48	\$91,282.32	\$ 94,477.20

Wages For Eric Bright will be as follows:

Eric Bright Table	3.50%	3.50%	3.50%	3.50%
2023 Equity	2023	2024	2025	2026
\$82,723.48	\$85,618.80	\$88,615.46	\$91,717.00	\$94,927.10

APPENDIX B DUES AUTHORIZATION FORM

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

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the ILFOP Labor Council.

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

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council

Attn: Accounting

974 Clock Tower Drive

Springfield, Illinois 62704

(217) 698-9433

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

APPENDIX C GRIEVANCE FORM

GRIEVANCE <small>(use additional sheets where necessary)</small>		
Lodge/Unit No.:	Year:	Grievance No.:
 Date Filed: _____		
Department: <u>Sandwich Police Department - Patrol</u>		
Grievant's Name: _____		
Last	First	M.I.
STEP ONE		
Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____		
Article(s)/Section(s) violated: _____, and all applicable Articles		
Briefly state the facts: _____ _____ _____		
Remedy Sought: _____ _____ _____		
, in part and in whole, make grievant(s) whole. Given To: _____ Date: _____		
Grievant's Signature _____ FOP Representative Signature _____		
EMPLOYER'S RESPONSE _____ _____		
Employer Representative Signature _____ Position _____		
Person to Whom Response Given _____ Date _____		
STEP TWO		
Reasons for Advancing Grievance: _____		
Given To: _____ Date: _____		
Grievant's Signature _____ FOP Representative Signature _____		
EMPLOYER'S RESPONSE _____ _____		
Employer Representative Signature _____ Position _____		
Person to Whom Response Given _____ Date _____		

STEP THREE

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX D INSURANCE SUMMARY OF BENEFITS

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 G532PPO Blue PPO GoldSM 107

Coverage Period: 12/01/2021-12/01/2022
 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 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, visit www.bcbsil.com/member/policy-forms/2021 or by calling 1-800-541-2768. 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.

Information Question	Answers
What is the overall deductible?	Individual: Participating \$1,500; Non-Participating \$3,000 Family: Participating \$3,000; Non-Participating \$6,000
Are there services covered before you meet your deductible?	Yes. In-Network Preventive Health Care services, services with a copay, and prescription drugs are covered before you meet your deductible.
Are there other deductibles for specific services?	No.
What is the out-of-pocket limit for this plan?	Individual: Participating \$5,500; Non-Participating Unlimited Family: Participating \$11,000; Non-Participating Unlimited
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, and health care this plan doesn't cover.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-541-2768 for a list of Participating Providers.
Do you need a referral to see a specialist?	No.

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

Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Participating Provider (You will pay the least) \$40/visit; <u>deductible</u> does not apply	Non-Participating Provider (You will pay the most) \$60/visit; <u>deductible</u> does not apply
If you have a test	Specialist visit Preventive care screening/immunization Diagnostic test (x-ray, blood work)	\$50% coinsurance No Charge; <u>deductible</u> does not apply 20% coinsurance	\$40/visit. See your benefit booklet* Virtual Visits: \$40/visit. See your benefit booklet* for details. 50% coinsurance Preauthorization may be required; see your benefit booklet for details.
Imaging (CT/PET scans, MRIs)	20% coinsurance	50% coinsurance	Preauthorization may be required; see your benefit booklet* for details.

*For more information about limitations and exceptions, see the plan or policy document at www.bcbst.com/member/policy-forms/2021.

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Common Medical Event	What You Will Pay		
	Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	Limitations, Exceptions & Other Important Information
Preferred generic drugs	Retail - Preferred - \$5/prescription Non-Preferred - \$15/prescription Mail - \$15/prescription; <u>deductible does not apply</u>	Retail - \$15/prescription; <u>deductible does not apply</u>	Limited to a 30-day supply at retail (or a 90-day supply at a <u>network of select retail pharmacies</u>). Up to a 90-day supply at mail order. <u>Specially drugs limited to a 30-day supply.</u> Payment of the difference between the cost of a brand name drug and a generic may also be required if a generic drug is available. All Out-of-Network prescriptions are subject to a 50% additional charge after the applicable copay/coinsurance. Additional charge will not apply to any deductible or out-of-pocket amounts. You may be eligible to synchronize your prescription refills, please see your benefit booklet for details.
Non-preferred generic drugs	Retail - Preferred - \$15/prescription Non-Preferred - \$25/prescription Mail - \$45/prescription; <u>deductible does not apply</u>	Retail - \$25/prescription; <u>deductible does not apply</u>	Retail - \$0/prescription; <u>deductible does not apply</u>
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbstl.com/21	Preferrered brand drugs	Retail - Preferred - \$50/prescription Non-Preferred - \$70/prescription Mail - \$150/prescription; <u>deductible does not apply</u>	Retail - \$120/prescription; <u>deductible does not apply</u>
Non-preferred brand drugs	Retail - Preferred - \$100/prescription Non-Preferred - \$120/prescription Mail - \$300/prescription; <u>deductible does not apply</u>	Retail - \$120/prescription; <u>deductible does not apply</u>	Retail - \$120/prescription; <u>deductible does not apply</u>
Preferred specialty drugs	\$250/prescription; <u>deductible does not apply</u>	\$250/prescription; <u>deductible does not apply</u>	\$250/prescription; <u>deductible does not apply</u>
Non-preferred specialty drugs	\$350/prescription; <u>deductible does not apply</u>	\$350/prescription; <u>deductible does not apply</u>	\$350/prescription; <u>deductible does not apply</u>
Facility fee (e.g., ambulatory surgery center)	\$150/visit plus 20% coinsurance	\$250/visit plus 50% coinsurance	\$250/visit plus 50% coinsurance
If you have outpatient surgery	Physician/surgeon fees Emergency room care	20% coinsurance \$400/visit plus 20% coinsurance	50% coinsurance \$400/visit plus 20% coinsurance
If you need immediate medical attention	Emergency medical transportation	20% coinsurance	20% coinsurance

*For more information about limitations and exceptions, see the plan or policy document at www.bcbstl.com/member/policy-forms/2021.

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Common Medical Event	Services You May Need	What You Will Pay	Limitations, Exceptions, & Other Important Information
If you have a hospital stay	Urgent care	\$75/visit; deductible does not apply	50% coinsurance None
	Facility fee (e.g., hospital room)	\$200/visit plus 20% coinsurance	\$300/visit plus 50% coinsurance Preauthorization required.
	Physician/surgeon fees	20% coinsurance	50% coinsurance Preauthorization required. Preauthorization penalty: \$1,000 or 50% of the eligible charge In-Network, \$500 Out-of-Network. See your benefit booklet* for details.

*For more information about limitations and exceptions, see the plan or policy document at www.hbbsi.com/member/policy-forms/2021.

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Common Medical Event	Services You May Need	What You Will Pay Non-Hospitalizing Procedure (You Will Pay First)	What You Will Pay Non-Participating Provider (You Will Pay Last)	Limitations, Exceptions & Other Important Information
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$40 office visits; deductible does not apply 20% coinsurance for other outpatient services	50% coinsurance	Preauthorization may be required; see your benefit booklet* for details.
	Inpatient services	\$200 visit plus 20% coinsurance	\$300/visit plus 50% coinsurance	Preauthorization required.
	Office visits	Primary Care: \$40 Specialist: \$60; deductible does not apply	50% coinsurance	Copay applies to first prenatal visit (per pregnancy). Cost sharing does not apply for certain preventive services. Depending on the type of services, coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you are pregnant	Childbirth/delivery professional services	20% coinsurance	50% coinsurance	
	Childbirth/delivery facility services	\$200 visit plus 20% coinsurance	\$300/visit plus 50% coinsurance	
	Home health care	20% coinsurance	50% coinsurance	Preauthorization may be required.
	Rehabilitation services	20% coinsurance	50% coinsurance	Preauthorization may be required.
	Habilitation services	20% coinsurance	50% coinsurance	Preauthorization may be required.
If you need help recovering or have other special health needs	Skilled nursing care	20% coinsurance	50% coinsurance	Preauthorization may be required.
	Durable medical equipment	20% coinsurance	50% coinsurance	Preauthorization may be required.
	Hospice services	20% coinsurance	50% coinsurance	Preauthorization may be required.
	Children's eye exam	No Charge; deductible does not apply	Up to a \$30 reimbursement is available; deductible does not apply	One visit per year. Out-of-Network reimbursement will not exceed the retail cost. See your benefit booklet* (Pediatric Vision Care Benefits) for details.
	Children's dental	Children's glasses not apply	Reimbursement is available; deductible does not apply	One pair of glasses per year up to age 19. Reimbursement for frames, lenses and lens options purchased Out-of-Network is available (not to exceed the retail cost). See your benefit booklet* (Pediatric Vision Care Benefits) for details.
	Children's dental check-up	30% coinsurance	50% coinsurance	None

*For more information about limitations and exceptions, see the plan or policy document at www.bcbil.com/member/policy-forms/2021.

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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.)	
• Acupuncture	• Long-term care
• Dental care (Adult)	• 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.)	
• Bariatric surgery	• Cosmetic surgery (only for the correction of congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases)
• Chiropractic care (limited to 25 visits per calendar year)	• Hearing aids (for children 1 per ear every 24 months, for adults up to \$2,500 per ear every 24 months)
• Weight loss programs	• Infertility treatment (4 per benefit period) • Private-duty nursing (with the exception of inpatient private duty nursing) • Routine foot care (only in connection with diabetes)

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 1-800-541-2768, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323, #1565 or www.hrsa.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](http://HealthInsuranceMarketplace.gov). For more information about the [Marketplace](http://Marketplace.gov).

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 provide complete information how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-541-2768 or visit www.bcbssil.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
Minimum Essential Coverage generally includes plans, [healthinsurance](http://healthinsurance.gov) available through the [Marketplace](http://Marketplace.gov) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](http://MinimumEssentialCoverage.gov), you may not be eligible for the [premium tax credit](http://premiumtaxcredit.gov).

Does this plan meet the Minimum Value Standards? Yes
If your plan doesn't meet the [Minimum Value Standards](http://MinimumValueStandards.gov), you may be eligible for a [premium tax credit](http://premiumtaxcredit.gov) to help you pay for a plan through the [Marketplace](http://Marketplace.gov).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-541-2768.

Tagalog (Tagalog): Kung kailangan ninyo ang tulang sa Tagalog tumawag sa 1-800-541-2768.

Chinese (中文): 如 有 需 要 中 文 (中文) 帮 助, 請 按 打 这 个 号 码 1-800-541-2768.

Navajo (Dine): DineKehgo shikaa atohwol ninsingo, kwiijigo holne' 1-800-541-2768.

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

*For more information about limitations and exceptions, see the plan or policy document at www.bcbssil.com/member/policy-forms/2021.

About these Coverage Examples:

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 amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.



Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	\$1,500
Specialist copayment	\$60
Hospital (facility) copayments	\$200+20%
Other coinsurance	20%

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

Total Example Cost

\$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$200
Coinsurance	\$800
What isn't covered	
Limits or exclusions	\$80
The total Peg would pay is	\$2,560

Total Example Cost

\$5,600

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$900
Copayments	\$1,200
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$20
The total Mia would pay is	\$2,120

Total Example Cost

\$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$900
Copayments	\$1,200
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$20
The total Mia would pay is	\$2,100

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	\$1,500
Specialist copayment	\$60
Hospital (facility) copayments	\$200+20%
Other coinsurance	20%

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

Total Example Cost

\$5,600

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

The plan's overall deductible	\$1,500
Specialist copayment	\$60
Hospital (facility) copayments	\$200+20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost

\$2,800

The plan would be responsible for the other costs of these EXAMPLE covered services.

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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
Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960
Email: CivilRightsCoordinator@hcsc.net

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 508F, HHH Building 1019
Washington, DC 20201
Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>



BlueCross BlueShield of Illinois

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 855-710-6684.

bcbst.com

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 **HMO** **Plan ID:** P506PSN Blue Precision Platinum HMO **SM** 107

Coverage Period: 12/01/2021-12/01/2022
Coverage for: Individual + Family | **Plan Type:** HMO

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, visit www.bcbstil.com/member/policy or call 1-800-892-2803. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc/glossary or call 1-855-755-4448 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 plan covers.
Are there services covered before you meet your deductible?	Yes. In-Network Preventive Health Care services and services with a copay are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Individual: Participating \$1,500 Family: Participating \$4,500	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, and health care this plan 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 network provider?	Yes. See www.bcbstil.com or call 1-800-892-2803 for a list of Participating Providers.	This plan uses a provider network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	Yes.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a referral before you see the specialist.

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

Common Medical Event	Services You May Need	What You Will Pay Handling a visit to a provider (You will pay the rest)	What You Will Pay When a provider You will pay the rest)	Limitations, Exceptions & Other Important Information
Primary care visit to treat an injury or illness	\$10/visit	Not Covered	None	
If you visit a health care provider's office or clinic	Specialist visit Preventive care/screening/immunization	\$45/visit No Charge	Not Covered	<u>Referral</u> required. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. <u>Referral</u> required.
If you have a test	Diagnostic test (x-ray, blood work)	\$45/test	Not Covered	
	Imaging (CT/PET scans, MRIs)	\$250/test	Not Covered	<u>Referral</u> required.

*For more information about limitations and exceptions, see the plan or policy document at www.bcbst.com/member/policy-forms/2021.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<u>Preferred generic drugs</u>	<u>Retail-No Charge</u> <u>Mail-No Charge</u>	<u>Not Covered</u>		
<u>Non-preferred generic drugs</u>	<u>Retail - \$10/prescription</u> <u>Mail - \$30/prescription</u>	<u>Not Covered</u>		
<u>If you need drugs to treat your illness or condition. More information about prescription drug coverage is available at www.bcbst.com/n21h</u>				<u>Limited to a 30-day supply at retail (or a 90-day supply at a network of select retail pharmacies). Up to a 90-day supply at mail order. Specialty drugs limited to a 30-day supply. Payment of the difference between the cost of a brand name drug and a generic may also be required if a generic drug is available. You may be eligible to synchronize your prescription refills, please see your benefit booklet for details.</u>
<u>Preferred brand drugs</u>	<u>Retail - \$50/prescription</u> <u>Mail - \$150/prescription</u>	<u>Not Covered</u>		
<u>Non-preferred brand drugs</u>	<u>Retail - \$100/prescription</u> <u>Mail - \$300/prescription</u>	<u>Not Covered</u>		
<u>Preferred specialty drugs</u>	<u>\$150/prescription</u>	<u>Not Covered</u>		
<u>Non-preferred specialty drugs</u>	<u>\$250/prescription</u>	<u>Not Covered</u>		
<u>If you have outpatient surgery</u>	<u>Facility fee (e.g., ambulatory surgery center)</u> <u>Physician/surgeon fees</u>	<u>\$100/visit</u> <u>\$45/visit</u>	<u>Not Covered</u> <u>Not Covered</u>	<u>Referral required. For Outpatient Infusion Therapy, see your benefit booklet for details.</u>
<u>Emergency room care</u>	<u>\$300/visit</u>	<u>\$300/visit</u>		<u>Per occurrence copayment waived upon inpatient admission.</u>
<u>If you need immediate medical attention</u>	<u>Emergency medical transportation</u> <u>Urgent care</u>	<u>No Charge</u> <u>\$45/visit</u>	<u>No Charge</u> <u>Not Covered</u>	<u>None</u> <u>Must be affiliated with member's chosen medical group or referral required.</u>
<u>If you have a hospital stay</u>	<u>Facility fee (e.g., hospital room)</u> <u>Physician/surgeon fees</u>	<u>\$150/visit</u> <u>No Charge</u>	<u>Not Covered</u> <u>Not Covered</u>	<u>Referral required.</u> <u>Referral required.</u>

*For more information about limitations and exceptions, see the plan or policy document at www.bcbst.com/member/policy-forms/2021.

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Common Medical Event		What You Will Pay		Limitations, Exceptions, & Other Important Information	
Services You May Need		What You Will Pay (Criteria You Will Pay the Least)		What You Will Pay (Criteria You Will Pay the Most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services Inpatient services	\$10/office visits; No Charge for other outpatient services	\$10/office visits; No Charge for other outpatient services	No Charge	Telepsychiatry benefits are available; see your benefit booklet for details.
If you are pregnant	Office visits Childbirth/delivery services Childbirth/delivery facility services Home health care	\$150/visit Primary Care: \$10 Specialist: \$45 No Charge \$150/visit No Charge	Not Covered Not Covered Not Covered Not Covered	\$150/visit Not Covered Not Covered Not Covered	Copay applies to first prenatal visit (per pregnancy). Costsharing does not apply for preventive services. Depending on the type of services, copayment may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you need help recovering or have other special health needs	Rehabilitation services Habilitation services Skilled nursing care Durable medical equipment	\$45/visit \$45/visit No Charge No Charge	Not Covered Not Covered Not Covered Not Covered	Not Covered Not Covered Not Covered Not Covered	<u>Referral required.</u> <u>Referral required.</u> <u>Referral required.</u> <u>Referral required.</u>
If your child needs dental or eye care	Hospice services Children's eye exam Children's glasses	No Charge No Charge No Charge	Not Covered Not Covered Not Covered	Not Covered Not Covered Not Covered	One visit per year. See your benefit booklet for details. One pair of glasses per year up to age 19. See your benefit booklet for details. None

*For more information about limitations and exceptions, see the [plan or policy document at www.bcbill.com/mtb/policy-forms/2021](http://www.bcbill.com/mtb/policy-forms/2021).

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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.)
<ul style="list-style-type: none">• Acupuncture• Dental care (Adult)
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)
<ul style="list-style-type: none">• Long-term care• Non-emergency care when traveling outside the U.S.• Weightloss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)
<ul style="list-style-type: none">• Bariatric surgery• Chiropractic care (limited to 25 visits per calendar year)• Cosmetic surgery (only for the correction of congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases)• Hearing aids (for children 1 per ear every 24 months, for adults up to \$2,500 per ear every 24 months)• Infertility treatment (4 per benefit period)• Private-duty nursing (with the exception of inpatient private duty nursing)• Routine eye care (Adult: 1 visit per benefit period)• Routine foot care (only in connection with diabetes)

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 www.dol.gov/ebbsan/earthiform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

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 provide complete information on how to submit a claim, an appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross and Blue Shield of Illinois at 1-800-892-2803 or visit www.bcbst.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/ebbsan/earthiform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877)527-9431 or visit <http://ilinsurance.ilrds.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, 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.

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.
Tagalog (Tagalog): Kung kailangan ninyo ang tulang 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): DineKeigo shika'atohwo nitsingo, kwijijo holne' 1-800-892-2803.

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

*For more information about limitations and exceptions, see the plan or policy document at www.bcbst.com/member/policy-forms/2021.

About these Coverage Examples:



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 amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

<input type="checkbox"/> The plan's overall deductible	\$0
<input type="checkbox"/> Specialist copayment	\$45
<input type="checkbox"/> Hospital (facility) copayment	\$150
<input type="checkbox"/> Other	\$0

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

Total Example Cost

\$12,700

In this example, Peg would pay...

Cost Sharing		Cost Sharing	Cost Sharing	Cost Sharing
Deductibles	\$0	\$0	\$0	\$0
Copayments	\$1,000	\$900	\$700	\$0
Coinsurance	\$0	\$0	\$0	\$0
What isn't covered				
Limits or exclusions	\$60	\$20	\$0	\$0
The total Peg would pay is	\$1,060	\$920	\$700	\$0

<input type="checkbox"/> The plan's overall deductible	\$0
<input type="checkbox"/> Specialist copayment	\$45
<input type="checkbox"/> Hospital (facility) copayment	\$150
<input type="checkbox"/> Other	\$0

In this example, Mia would pay...

<input type="checkbox"/> The plan's overall deductible	\$0
<input type="checkbox"/> Specialist copayment	\$45
<input type="checkbox"/> Hospital (facility) copayment	\$150
<input type="checkbox"/> Other	\$0

In this example, Mia would pay...

Managing Joe's Type 2 Diabetes

(6 years of routine in-network care of a well-controlled condition)

<input type="checkbox"/> The plan's overall deductible	\$0
<input type="checkbox"/> Specialist copayment	\$45
<input type="checkbox"/> Hospital (facility) copayment	\$150
<input type="checkbox"/> Other	\$0

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

Total Example Cost

\$5,600

In this example, Joe would pay...

<input type="checkbox"/> The plan's overall deductible	\$0
<input type="checkbox"/> Specialist copayment	\$45
<input type="checkbox"/> Hospital (facility) copayment	\$150
<input type="checkbox"/> Other	\$0

<input type="checkbox"/> The plan's overall deductible	\$0
<input type="checkbox"/> Specialist copayment	\$45
<input type="checkbox"/> Hospital (facility) copayment	\$150
<input type="checkbox"/> Other	\$0

Mia's Simple Fracture

(In-network emergency room visit and follow-up care)

<input type="checkbox"/> The plan's overall deductible	\$0
<input type="checkbox"/> Specialist copayment	\$45
<input type="checkbox"/> Hospital (facility) copayment	\$150
<input type="checkbox"/> Other	\$0

This EXAMPLE event includes services like:
Emergency room care (including medical/supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

<input type="checkbox"/> The plan's overall deductible	\$0
<input type="checkbox"/> Specialist copayment	\$45
<input type="checkbox"/> Hospital (facility) copayment	\$150
<input type="checkbox"/> Other	\$0

The plan would be responsible for the other costs of these EXAMPLE covered services.

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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	Phone	855-664-7270 (voicemail)
300 E Randolph St.	TTY/TDD	855-661-6955
35th Floor	Fax	855-661-6950
Chicago, Illinois 60601	Email	CivilRightsCoordinator@hcsc.net

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	Phone	800-368-1019
200 Independence Avenue SW	TTY/TDD	800-537-7697
Room 509F, HHH Building 1019	Complaint Portal:	https://oocrportal.hhs.gov/ocr/portal/lobby.jsf
Washington, DC 20201	Complaint Forms:	http://www.hhs.gov/ocr/office/file/index.html

