

COLLECTIVE BARGAINING AGREEMENT

by and between

The City of Danville, Illinois

and

The Danville Police Command Officers Association

May 1, 2014 through April 30, 2017

*Resolution No. 2015-73  
Approved 06/16/15*

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## **AGREEMENT**

**AGREEMENT** entered into by and between the **City of Danville**, Illinois (hereinafter referred to as the "City" or the "Employer") and the **Danville Police Command Officers Association** (hereinafter referred to as the "Association").

### **ARTICLE 1**

#### **Preamble**

Both parties to this Agreement mutually agree that their objective is for the good and welfare of the City and the Police Department Command Officers alike and the interest of collective bargaining and harmonious relations, and that they will at all times abide by the terms and conditions as hereinafter set forth and agreed. The City and the Association regard all police personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow officers. It is the intent of the City and the Association to set forth those wages, hours, terms and all conditions of employment that apply to officers in the bargaining unit as well as to provide a means for resolving disputes.

### **ARTICLE 2**

#### **Recognition**

**Section 2.1.** The City of Danville recognizes the Danville Police Command Officers Association as the sole and exclusive bargaining agent for all sworn officers of the Danville Police Department in the rank of Sergeant or Shift Commander and who are "employees" as defined by the Illinois Public Labor Relations Act ("the *Act*"). Such officers shall be hereinafter referred to individually and collectively as "officers," "employees" or by their rank. As used throughout this Agreement, the masculine gender shall include the feminine gender, the foregoing having been used for clerical convenience only.

### **ARTICLE 3**

#### **Management Rights**

**Section 3.1.** The City shall retain the sole right and authority to operate and direct the affairs of the City and 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 the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Police Department or by officers of the City; to assign and transfer officers; to hire, promote, demote, suspend, discipline, or discharge for just cause, to lay off employees; to make and enforce reasonable rules and regulations; and to change methods, equipment or facilities.

**Section 3.2.** The exercise of any of the above rights shall not conflict with any of the provisions of this Agreement or any applicable statute or governmental regulation, and shall not operate to reduce established economic benefits that are not mentioned herein, but which are currently recognized to be in effect.

#### **ARTICLE 4** **No Strike and No Lockout**

**Section 4.1. No Strike:** Neither the Association nor the officers will instigate, promote, sponsor, engage in or condone any strike or otherwise withhold services in violation of Section 1614(m) of the *Act*. Any and all officers who violate the provisions of this Section 4.1 may be disciplined by the City.

**Section 4.2. No Lockout:** The City agrees not to lock out officers in violation of Section 1614(m) of the *Act*.

#### **ARTICLE 5** **No Discrimination**

Neither the City nor the Association shall discriminate against any officer because of race, creed, color, national origin, sex, age, off duty political activity, handicap, Association membership or non-membership or activity on behalf of the Association or otherwise discriminate against officers in a manner prohibited by law.

#### **ARTICLE 6** **Personnel Folders**

**Section 6.1. Right to Examine:** Every officer shall be allowed to examine the contents of all City personnel files relating to him with the exception of records relating to the active investigation of a possible criminal offense; and further except personal information which is exempt under Federal or State law and regulations.

**Section 6.2. Receipt of Copies:** Every officer shall receive a copy of any written material or document which is added to any of his or her personnel records maintained by the Department. Officers shall have the right to affix a rebuttal or explanatory statement to any such material placed in their file, except for matters excluded in Section 1.

**Section 6.3. Notification of Officers When Files Are Sent Outside the Department:** Any time information from a members personnel file is sent outside of the Department, pursuant to a discovery request during litigation, the member shall be notified in writing by the City.

**Section 6.4. Internal Affairs Investigations:** Results of an internal affairs investigation shall not be made part of a member's personnel folder unless results of the investigation are sustained.

**Section 6.5. Maintenance of Files:** The Department shall maintain personnel records of all officers.

**ARTICLE 7**  
**Uniform Application of Rules**

Departmental rules and regulations shall be administered uniformly and shall not conflict with the terms of this Agreement.

**ARTICLE 8**  
**Safety**

The City agrees that all equipment and motor vehicles will be maintained so as to comply with generally accepted safety requirements for the protection of the police officers. The City agrees to take all reasonable steps for the protection or safety of the officers during work hours and the performance of their duties.

**ARTICLE 9**  
**Shift Scheduling**

Shift scheduling and assignments for officers in the bargaining unit shall continue according to the current practice of the parties.

**ARTICLE 10**  
**Seniority**

**Section 10.1. Definition:** Seniority shall be defined as an officer's length of service as a sworn police officer in the City of Danville since his last date of hire. "Rank seniority" or "time in grade" shall be defined as the length of service in a particular rank.

**Section 10.2. Interruption of Seniority:** Seniority shall be deemed to be interrupted only in the case of a layoff or according to the specific terms of a leave of absence.

**Section 10.3. Termination of Seniority:** Seniority and the employment relationship shall be terminated when an officer:

- (a) resigns or quits; or
- (b) is discharged for just cause;
- (c) retires; or

(d) is absent for three (3) consecutive working days without notifying the Director of Public Safety (hereinafter referred to as "the Director") or the officer's Commanding Officer without emergency circumstances that prevented notification that are reasonably acceptable to the Commanding Officer or the Director;

(e) is laid off for less than thirty (30) days and fails to report for work within three (3) calendar days of the date scheduled for return; however, in the event that the officer is laid off for more than thirty (30) calendar days he shall be afforded not less than fourteen (14) calendar days to report. The Chief may grant an extension.

(f) does not report for duty within forty-eight (48) hours after the termination of an authorized leave of absence. Such time may be extended by the Director for good cause shown.

## **ARTICLE 11** **Layoffs and Recall**

In the event that the City reasonably determines that a reduction in force is necessary, the officers shall be laid off and/or reduced in rank according to the provisions of the 65 ILCS 5/10-1-38.1.

Officers shall be recalled and/or reinstated to former ranks in inverse order of layoffs and/or reduction.

## **ARTICLE 12** **Sick Leave**

### **Section 12.1. Sick Leave:**

(a) **Rate of Accumulation.** Sick leave shall be accumulated at a rate of one (1) day per month for each month of employment. Unused sick leave may be accumulated as hereinafter provided to a maximum of 180 days, provided, however, that any employee covered by this Agreement who has accumulated more than 180 days as of December 31, 1992 under previous contracts between the parties, shall not lose any such sick leave so accumulated in excess of 180 days merely by virtue of the imposition of the maximum accumulation hereunder.

(b) **Use of Sick Leave.** Accumulated sick leave may be charged for an illness or an injury incurred as a result of non-occupational duty, either of which renders an officer unable to perform his or her duties. Accumulated sick leave may also be used in the event of an illness or an injury to such officer's spouse or child which requires such officer's presence or in the event of a serious illness or serious injury involving hospitalization, surgery or special treatment to such officer's parents which requires the officer's presence. Sick leave shall be charged only for such portion of the day that the officer would otherwise have been scheduled to work but for such officer's illness, non-occupational injury, or required presence in the event of the appropriate illness or injury to such officer's spouse, child or parent.

**(c) Eligibility for Sick Leave**

(1) In order to be eligible to receive sick leave benefits as specified above, an officer returning to duty must present to the Director or his or her designee a certificate from a reputable physician, stating that he or she personally treated said officer for the sickness which kept the officer from duty. The provisions of this Section shall not apply to an officer who is absent for duty for four (4) scheduled days or less.

(2) In all cases where an officer is absent for four (4) scheduled days or less, the Director or other persons designated by the Director may investigate said absence and require the officer to submit a report as to whether the officer is sick and thus unable to perform the duties of his or her employment. If the report is approved by either the Director or his or her designee then the officer shall be entitled to sick leave in accordance with the provisions of this Article.

**(d) Return to Work.**

(1) No officer who has been absent on account of sickness for more than four (4) scheduled days shall return to duty without first submitting to his or her commanding officer a certificate signed by a reputable physician, stating that the officer is able to perform his or her duties. However, the Director may require an officer to undergo a physical examination by a reputable physician at the City's expense to determine whether he or she is fit to return or continue duties.

(2) Those officers wishing to return to work on a "light duty status" will be required to have their physician provide a report containing:

The duties the officer can perform;  
Any special restrictions on duties the officer should not perform; and,  
The length of light duty.

"Light duty status" shall not be arbitrarily or unreasonably denied. The foregoing sentence shall not require the City to create "light duty positions", but officers shall be assigned to such available light duty work on as fair and equitable a basis as is appropriate in the individual circumstances. Such light duty assignments will initially be made available for a period of 90 calendar days, and shall be extended by the City for good cause shown.

**(e) Unused Sick Leave.** At the end of each calendar Year (Jan. 1 to Dec. 31) each officer shall accumulate all unused sick days, except for any "purchased" sick leave provided under subsection (f) below. In addition, each officer who has used five (5) or fewer full days of sick leave during such calendar year shall be credited with two and four-tenths (2.4) hours of compensatory time for each full day of unused sick leave except sick leave days "purchased" under subsection 12.1(f) below; provided, however, that the combined number of days of such compensatory time credit and of such purchased days shall not exceed 10 days. The

compensatory time credit shall not be subject to the maximum accumulation of compensatory time set forth in Article 25 of this Agreement, provided that when the receipt of compensatory time under this Section causes the accumulated compensatory time to exceed the maximum, the officer and his or her supervisor will cooperate to reduce the accumulated compensatory time to the maximum.

(f) **Purchase of Certain Unused Sick Leave.** The City shall, at the officer's option, pay to each officer during each such calendar year, an amount up to twelve (12) days of unused sick leave (not to exceed the applicable year's unused accrual) at such officer's regular rate of pay; provided, however, that no officer who has less than 30 days of accumulated sick leave at the end of such calendar year shall be paid for more than five (5) days of unused sick leave. Such payment shall be made in a separate check within 30 days after the end of such year. If the officer elects not to exercise the option for payment under this section, the unused days shall be treated as provided in such section 12.1(e) above, or added to the officer's accumulated sick leave, at the officer's option.

**Section 12.2. Maternity Leave.** Maternity leave is defined herein as a leave of absence due to pregnancy and recovery therefrom, and shall be treated the same as non-duty related temporary disability. An officer who requests maternity leave shall be entitled to first use accumulated sick leave and then earned vacation time. Additional maternity leave shall be without pay. Maternity leave shall only be available for such period in which an officer cannot or should not on medical advice perform her duties as a result of such temporary disability.

## **ARTICLE 13** **Military Leave**

Any officer with one (1) year or more of service, who is in a Reserve or National Guard unit, when attending annual active duty training or is temporarily activated in a national or domestic emergency, shall have the option of drawing full pay from the City in return for a full day of military pay for each duty day absent due to such leave, or take leave without pay from the City and retain military pay. All other military leave shall be governed by applicable law.

## **ARTICLE 14** **Shift Call-Back**

**Section 14.1. Call Back Obligations:** When a shift call-back or call up of a special police unit occurs, officers assigned to that particular shift or unit may be called, regardless of days off. Any officer on vacation when a shift call-back or unit call up occurs shall not be called except in cases of extreme emergency, and then only if they are present in the City or their area of residence.

**Section 14.2. Compensation.** In the event that a call-back of an officer or call up of personnel is necessary, a minimum of four (4) hours of overtime pay as set forth in this Agreement shall be paid to each employee who reports to duty.

**Section 14.3. Meetings:** Officer attending meetings on their off time, which is not considered a call-back as defined in Section 14.1 or training as defined in Article 27 of this Agreement shall receive a minimum of two hours' pay at time and one half, or for the actual time spent, which is ever longer.

## **ARTICLE 15**

### **Uniforms**

**Section 15.1. Patrol Personnel:** The City shall furnish all uniforms, insignia and equipment other than side-arms to Probationary Police Officers when they join the Police Department. Thereafter each officer shall be granted an annual allowance for the replacement of unserviceable uniforms, insignia and equipment based on one-third (1/3) of the total cost to equip a recruit upon hiring each year. Such allowance shall be cumulative from year to year, with a maximum accumulation of the total cost to equip a recruit upon hiring during such year, as determined by the Department each year. However, officers who, at the time of this Agreement, have a balance which is higher than the total cost to equip a recruit will be allowed to retain this balance, but not add to it until it falls below the maximum accumulation figure.

Notwithstanding any other provision of this Section to the contrary, no officer may use more than Four Hundred Fifty Dollars (\$450.00) of his or her cumulative allowance hereunder in any year of this Agreement, subject to the exception that in the event an officer desires to purchase a protective vest during such year, he or she may do so, and the cost thereof shall be amortized against this annual limit on the basis of 20% of the cost each year for a period of five (5) years. No such vest may be replaced out of the officer's allowance until the entire cost of such vest has been recovered.

Any uniform and equipment listed in Appendix "C" which is damaged in the line of duty shall be repaired or replaced at the City's expense with an item of equal or better quality and serviceability, without charge to the officer's annual or maximum allowance.

**Section 15.2. Plain Clothes Allowance:** Plain clothes officers under this Agreement shall receive an annual allowance of Six Hundred (\$600.00) dollars for each year of this Agreement for the purchase of coats, trousers, shirts, ties and shoes. Such allowance shall not accumulate from year to year, and shall be prorated for any part of a year.

In the event a plain clothes officer's suit is damaged and the clothing cannot be repaired or the damaged part matched, the entire suit will be replaced at the City's expense.

Plain clothes allowance will not be deducted from an officer's uniform clothing allowance. An officer will not be awarded a uniform allowance while assigned to plain clothes, but can draw upon the uniform accumulation for uniform upkeep. Any officer assigned to plain clothes will keep at least one complete summer and winter uniform in serviceable condition while so assigned.

Any officer having been assigned to plain clothes in excess of 18 months will at the time of reassignment to Patrol have new uniforms issued at the cost to the City if his uniforms are not serviceable.

**Section 15.3. Eyeglasses:** If in the line of duty, eyeglasses or contact lenses are damaged, destroyed, or lost, the City will pay for replacement or repair based upon the last verifiable prescription.

**Section 15.4. Watches:** If in the line of duty, an officer's watch is damaged or destroyed, replacement or repair will be paid by the City to a maximum of eight-five dollars (\$85.00).

**Section 15.5. Certain personal property:** If, in the line of duty, any of the following items of an officer's personal property are damaged or destroyed, replacement or repair will be paid out of the officer's then current balance of clothing allowance, subject to the following maximum amounts:

walkie talkie clip, \$25.00;  
binoculars, \$100.00; and  
mini-mag light and holder, \$25.00.

**Section 15.6. Reporting:** All claims for payment, reimbursement or allowance will be submitted to the designated officer on the proper request form.

## ARTICLE 16

### Deduction of Association Dues and Fair Share

**Section 16.1. Deduction of Dues:** Upon receipt of a signed authorization from an officer (in the form set forth in Appendix A to this Agreement), the City agrees for the duration of this Agreement to deduct from such officer's pay, the uniform monthly Association dues, assessments and/or service fees. The Association will notify the City in writing of the amount of the uniform dues or fees to be deducted. Deduction shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Association by the fifteenth day of the month following the month in which the deduction is made.

**Section 16.2. Indemnification:** The Association shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any deduction made by the City, for purposes of complying with the written authorization.

**Section 16.3. Fair Share Fees:** Officers covered by this Agreement who are not members of the Association or do not make application for membership within thirty (30) days of attaining a rank or position included in the bargaining unit, shall be required to pay, in lieu of

dues, their proportionate fair share of the costs of collective bargaining, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment.

(a) Should any officer be unable to pay his or her fair share fee based upon bona fide religious tenets or teachings of a church or religious body of which the officer is a member, such amount equal to the fair share shall be deducted from his or her check and forwarded to a mutually agreed charitable organization.

(b) The fair share fee shall not exceed Association dues, and shall be deducted and forwarded to the Association on the same basis and intervals as dues.

(c) The Association will indemnify and hold harmless the City from any claims, demands, suits or other forms of liability arising out of proper actions taken for purposes of complying with this provision.

(d) The Association shall comply with all, applicable law governing the rights of employees required to pay fair share fees.

(e) Any disputes or complaints concerning the deduction of fair share fees or the amount thereof shall be administered through the procedure established by the Illinois State Labor Relations Board.

## **ARTICLE 17**

### **Bereavement Leave**

Officers shall be afforded bereavement leave as follows:

**Section 17.1. Death in Immediate Family:** In the event of a death in the officer's immediate family, he or she shall receive three (3) working days off with pay for bereavement leave. Immediate family shall include: spouse, children and spouse of children; parents of the officer and spouse; brother or sister; and any relative permanently residing in the officer's household.

**Section 17.2. Death outside Immediate Family:** In the event of the death of an officer's brother-in-law, sister-in-law, grandchild, grandparent or spouse's grandparent, he or she shall receive two (2) working days off with pay for bereavement leave.

**Section 17.3. Additional Leave:** The Director may grant an additional two (2) working days off for bereavement leave to an officer for good cause shown, including but not limited to where an officer must travel out of state to attend a funeral.

**Section 17.4. Hours Not Worked:** For purposes of determining eligibility for overtime, time off with pay for bereavement leave shall not be considered hours worked.

**Section 17.5. Verification:** Officers may be required to present verification of the death for which bereavement leave is granted.

**ARTICLE 18**  
**Termination Pay**

The City agrees to compensate officers upon retirement for all accrued vacation time and one-third (1/3) of accrued sick leave not to exceed sixty (60) sick leave days. Such compensation shall be paid to such officer in a lump sum within thirty (30) days of retirement. In the event such retired officer elects to continue his/her single or family coverage in the group medical insurance plan of the City after retirement, and in addition to the termination pay described above, the City shall pay the first three (3) monthly premium contributions (including family premium if applicable) which would otherwise be payable by the officer, with respect to such plan. No additional benefits shall be earned or accrued by any such officer after the date of his or her retirement.

**ARTICLE 19**  
**Vacations**

An officer's vacation year shall begin on the anniversary date of his or her appointment as a sworn officer.

**Section 19.1. Officers with Prior Service**

(a) **Prior Civilian Service:** Upon appointment as a sworn officer, an officer having one or more years civilian service in the Police Department or as a full-time employee of the City of Danville shall be entitled to the same vacation as an officer with one year's service. This shall not affect or advance the officer's vacation eligibility in future years.

(b) **Resignation and Reappointment:** An officer having resigned from the Police Department and later being reappointed shall have his or her vacation begin on the anniversary of reappointment.

(c) **Recovery from Non-Duty Disability:** An officer having been on non-duty related disability leave or retired on non-duty related disability pension and subsequently recovering from a non-duty related disability and returning to duty shall have his or her vacation year begin on the anniversary of reappointment, however, the number of years of service prior to the disability retirement shall be included in total service to determine vacation eligibility.

(d) **Recovery from Duty Related Disability:** An officer having been on duty related disability leave or retired on duty related disability pension and subsequently recovering and returning to duty shall be credited with seniority for the period of the disability retirement or leave for all purposes, including but not limited to vacation accrual, in accordance with the provisions of 65 ILCS 5/10-1-47.

**Section 19.2. Vacation eligibility:** Vacations shall be earned and taken as follows:

(a) Less than one year's service: Officers shall be entitled to ten (10) working days' vacation during the first year of employment. Not more than five (5) working days' vacation may be taken during the first six (6) months of employment.

(b) One to Five Years' Service: Officers having more than one (1) and less than five (5) years' service shall be entitled to fifteen (15) working days' vacation each year.

(c) Five to Ten Years' Service: Officers having more than five (5) but less than ten (10) years' service shall be entitled to twenty (20) working days' vacation each year.

(d) Ten to Twenty Years' Service: Officers having more than ten (10) and less twenty (20) years' service shall be entitled to twenty-five (25) working days' vacation each year.

(e) Over Twenty Years' Service: Officers having over twenty (20) years of service shall be entitled to thirty (30) working days' vacation each year.

**Section 19.3. Scheduling of Vacations:** Officers shall be permitted to schedule and take their vacations according to the current practice of the parties.

**Section 19.4. Military Leave:** Officers attending Reserve or National Guard training may use vacation time for this purpose should they so desire.

**Section 19.5. Payment in Lieu of Vacation Prohibited:** Under no circumstances will salary be paid in lieu of vacation unless such payment is made upon termination of employment. Officers may have their vacation eligibility and accumulation extended from one year to the next upon good cause shown reasonably acceptable to the Director.

## **ARTICLE 20**

### **Holidays**

**Section 20.1 Holidays Observed.** The following holidays shall be observed:

New Years Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

**Section 20.2. Scheduled Work on Holidays.** From and after Labor Day of 1997, any officer who works on a holiday shall be paid on the basis of straight time for hours worked and shall be awarded, in addition to such pay, one (1) hour of compensatory time for each hour worked on such holiday. The parties understand and agree that the former benefits of double

time for scheduled work on holidays and compensatory time for days off on holidays provided under prior contracts have been abolished, and the agreed value thereof has been added to the officers' salaries under Article 23 below.

## **ARTICLE 21**

### **Payment for Court Time**

Officers will be paid a minimum of two (2) hours of straight time or in accordance with applicable law for actual hours worked, whichever is greater, when appearing in court or while preparing for trial at the request of the State's Attorney or City Attorney in his office or other place he so designates on the officer's regular time off. When the officer appears in the morning and is required to return in the afternoon, this will be regarded as two (2) appearances when appearing on the same case. If an officer appears on one (1) case and is required to return for another case and time difference is more than one (1) hour, this will be regarded as two (2) appearances. Should a case in the morning or afternoon continue over the minimum of two (2) hours, straight time will be paid for the actual time spent. This Article shall apply only to court time outside regular duty hours.

## **ARTICLE 22**

### **Insurance**

**Section 22.1. Group Insurance:** The City will provide one or more plans of group health insurance for employees, as described in Section 22.2. Eligible employees electing to obtain group health insurance coverage through the City shall pay, as their rate of contribution toward the cost of their coverage, as follows:

For the period May 1, 2014 through April 30, 2015: single coverage shall be paid in full with no cost to the employee; employees with dependents shall pay \$125 per month for one dependent and \$135 per month for two or more dependents.

For the period May 1, 2015 through April 30, 2017: employees shall pay 11% of the total premium costs as and for their rate of contribution toward the cost of their coverage.

Payroll deduction for the employee's rate of contribution shall be in equal installments on a bi-weekly basis.

**Section 22.2. Rights to Select Carriers.** The insurance benefits provided for herein shall be provided under a group insurance policy or policies or through a self-insured plan selected by the City. The City shall provide employees with the option to elect health care coverage for themselves and their dependents in either a: City-provided Preferred Provider Organization ("PPO") Plan; Health Maintenance Organization ("HMO") Plan; or Point of Service ("POS") Plan. The Summary Plan Descriptions for the PPO, HMO, and POS Plan options are attached to this Agreement as Exhibits D.1 thru D.3 respectively. The City shall notify and consult with the Union before changing insurance carriers, self-insuring, implementing a managed-care plan or changing policies. In connection with such consultation, the City shall provide the Union with

a written summary of all proposed changes. Notwithstanding any such changes, the level of benefits as provided for herein shall remain substantially similar.

**Section 22.3. Copy of Plan:** Upon request by the Union, the City shall provide the Union with a complete copy of the current policy or policies or self-insured plan for such insurance benefits.

**Section 22.4. Section 125 Plan.** The City agrees to adopt a plan pursuant to the provisions of Section 125 of the Internal Revenue Code with respect to the payroll deduction for employee contributions for insurance hereunder. Such Plan shall be adopted within 90 days after the date of this Agreement.

## ARTICLE 23

### Wages

(a) **Base Pay.** Officers covered under this Agreement shall receive annual salaries as follows:

<u>Effective Date</u>		<u>Sergeants</u>	<u>Commanders</u>
5/1/14	2%	\$75,743	\$79,600
5/1/15	3%	\$78,015	\$81,988
5/1/16	2%	\$79,576	\$83,628

(b) **Lieutenant Salaries.** In the event the City reinstates the prior rank of Lieutenant, then the Lieutenant's annual salary shall be at a rate of 2.5% above a Commander's base pay.

(c) **Longevity Pay.** Longevity pay shall consist of the following amounts:

(i) One (1) percent of a Sergeant's or Commander's base pay from the beginning of the fifth through the end of the ninth year of service at a rank higher than a Police Officer;

(ii) Two (2) percent of a Sergeant's or Commander's base pay from the beginning of the tenth through the end of the fourteen year of service at a rank higher than a Police Officer;

(iii) Three (3) percent of a Sergeant's or Commander's base pay from the beginning of the fifteenth through the end of the nineteenth year of service at a rank higher than a Police Officer; and,

(iv) Four (4) percent of a Sergeant's or Commander's base pay from the beginning of the twentieth year of service at a rank higher than a Police Officer.

(d) **Retroactivity.** All wages and longevity pay will be retroactive to May 1, 2014. Such retroactive pay will be paid within thirty days after the date of this Agreement. Retroactive pay will be paid on a separate check.

(e) **Longevity-Based Salary Increase.** The City agrees to recognize officers' years of faithful service and performance of duty as Police Officers, by paying eligible officers a longevity premium of three percent (3%) of their base wage in the first two consecutive pay periods following their anniversary date in eligible years. For purposes of this Section (e) "eligible years" shall be an officer's 20<sup>th</sup> through 24<sup>th</sup> years of service. The foregoing increase in pay shall only increase the current pay of the police officer by 3% during the two pay periods to which the increase applies and shall not increase the value of an accumulated or accrued benefits of the police officer which may be payable during those periods.

## **ARTICLE 24** **Grievance Procedure**

Grievances shall be adjusted according to the following:

**Section 24.1. Grievance Defined:** A grievance is a difference of opinion or dispute between an officer or the Association and the City over the meaning, application or interpretation of the terms of this Agreement or a recognized established practice of the parties.

**Step 1:** An officer or the Association shall meet with the immediate supervisor in an attempt to resolve any grievance within fifteen (15) days of the date the grievant knew or should have known of the event giving rise to the grievance. If the grievance is resolved, the resolution shall be signed and reduced to writing. If not resolved, the grievant may proceed to Step 2.

**Step 2:** An officer or the Association shall take up the grievance with the Director within seven (7) calendar days of the response in Step 1. The grievance shall be presented in writing, setting forth the basis for the grievance, on forms mutually agreed by the parties, and signed by the Association representative or the officer. The Director shall meet with the officer or the Association representative within seven (7) calendar days of receiving the grievance. If the grievance is settled, such settlement shall be reduced to writing. In the event that the grievance is not settled, the Director shall reduce his answer to writing, stating the reasons for denying the grievance, and serve the answer on the grievant within five (5) calendar days of the meeting.

**Step 3:** If the grievance is not settled in Step 2, the officer or the Association may refer the grievance to the Mayor within seven (7) calendar days of the Director's Step 2 response. The Mayor shall meet with the officer and/or the Association representative within seven (7) calendar days of receiving the grievance. If the grievance is settled, such settlement shall be reduced to writing. If the grievance is not settled, the Mayor shall reduce his answer to writing, stating the reasons for denying the grievance, and serve the answer on the grievant within five (5) calendar days of the meeting.

**Step 4:** If the grievance is not settled in Step 3, the Association only may refer the matter to binding arbitration by notifying the City of its desire to do so in writing within seven (7) days of receipt of the Step 3 response. The parties shall attempt to agree on an arbitrator, but if they are unable to do so within five (5) days of notice by the Association that the matter is being referred to arbitration, the parties shall jointly request that the Federal Mediation and Conciliation Service provide a panel of seven (7) arbitrators. Either party may reject one entire panel. The parties shall within ten (10) days of receipt of this panel engage in a mutual alternating striking process, with the order of striking to be determined by a coin toss. Each party shall strike alternately one name from the list. The remaining name on the panel shall be the arbitrator. He or she shall be notified of this selection by joint letter, requesting that a hearing on the matter be scheduled at the reasonable availability of the parties' representatives.

**Section 24.2. Arbitration:** The arbitrator shall conduct all hearings in the City of Danville unless otherwise mutually agreed. He or she shall consider only the grievance(s) submitted by the parties and shall have no authority to determine any matter not so submitted. The arbitrator shall have no power to make a decision that is contrary to law or rules and regulations having the force and effect of law. The arbitrator shall submit his written decision and remedy within thirty (30) days of the close of hearings or the submission of briefs, whichever is later, unless the parties agree otherwise. His decision shall be based upon the terms of this Agreement as they are applied to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding on the parties. The costs of the arbitrator shall be divided equally by the parties.

**Section 24.3. Rights of Individual Employees:** Nothing herein shall be construed as limiting or denying the rights of individual officers to file grievances and have them adjusted by the City without the intervention of the Association. However, the Association shall be notified by the City of any such grievance, and shall be afforded the opportunity to be present at any meeting held to discuss the grievance. No settlement of any such grievance shall be inconsistent with the terms of this Agreement. This right to file grievances without the intervention of the Association does not extend to submitting unresolved grievances to arbitration.

**Section 24.4. Time Limits and Appeals:** The parties may mutually agree in writing to extend any time limits set forth in this grievance procedure. Any appeals from an arbitration shall be governed by the Illinois Uniform Arbitration Act, 710 ILCS 5/1 *et seq.*

## **ARTICLE 25**

### **Hours of Work and Overtime**

**Section 25.1. Application.** The purpose of this Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**Section 25.2. Officers assigned to the Patrol Division.** For Officers assigned to shift patrol duties, the normal workday shall consist of an eight (8) hour and fifty (50) minute consecutive period of work inclusive of a forty-five (45) minute meal period, and the normal

duty hours shall not exceed one hundred thirty two (132) hours and thirty (30) minutes over a twenty two (22) day period. The work schedule for such twenty-two day period shall consist of three (3) periods of five (5) consecutive work days, in which one (1) such period is immediately followed by three (3) days off and two (2) such periods are immediately followed by two (2) days off. The normal work week of such officers shall consist of forty-four hours and ten (10) minute total period of work per week, and shall begin with such officer's first regular shift each week.

**Section 25.3. Other Officers.** For officers assigned to duties other than patrol shift duties, the normal workday shall consist of an eight (8) hour and fifteen (15) minute consecutive period of work inclusive of a forty-five minute meal period. The normal work week for such other officers shall consist of a forty-one (41) hour and 15 minute total work per week, and shall begin with such officer's first regular shift each week.

**Section 25.4. Overtime.** For all hours worked in excess of the applicable normal workday as set forth in this Article 25 above, inclusive of meal periods, the City will except as provided below, pay each officer one and one-half (1- ½) times his or her straight hourly rate of pay. For the purposes of computing overtime pay, an officer's annual salary shall be divided by 2080 hours. Overtime pay shall be computed in one-half (1/2) hour increments, with sixteen minutes constituting the cutoff point. Officers voluntarily reporting or staying after an officer's scheduled tour of duty to handle routine supervisory duties shall not be subject to overtime compensation. Except as provided concerning compensatory time below, overtime shall be paid in the pay period in which it is earned. All overtime must be approved by the Director or his or her designee.

Overtime will normally be paid for any hours in excess of an officer's normal workday, with the following exception: If during a payroll period an officer uses sick leave or bereavement leave any overtime earned during that payroll period will be paid at straight time until the overtime hours equal the sick leave or bereavement leave used. Any overtime in excess of those hours will be paid at the time of 1-1/2 times the hourly rate.

**Section 25.5. Overtime Payment and Compensatory Time Off:** Officers shall have the option of receiving overtime pay or compensatory time off in accordance with applicable law. Compensatory time will be accrued at the same rate as overtime pay and shall be accumulated to the extent provided by applicable law, but shall not exceed a maximum of one hundred (100) hours per calendar year. All hours in excess of this maximum shall be paid as overtime. It is expressly understood the right to schedule compensatory time off is reserved by the Director or his/her designee in order to provide for the effective operation of the Department, provided, however, that the requests for usage of compensatory time shall be granted at least seven (7) days in advance of the requested time off if shift manning on the day of the request will have at least one command officer scheduled to work the shift after the request has been granted. Requests shall be processed in order of receipt. Compensatory time off which has been granted to an officer seventy-two (72) hours or more in advance shall not be canceled except in cases of extreme emergency.

**Section 25.6. Trading Time:** The Director or his or her designee may grant the request of any two (2) officers to exchange tours of duty or days off, provided they are the same grade, rank, or perform the same basic duties, in accordance with the applicable provisions of the Fair Labor Standards Act and the rules and regulations of the Police Department in effect as of the date of this Agreement. It is expressly acknowledged and understood, however, that only one (1) officer shall be paid for any period of work, that being the officer scheduled for duty during any period of time so traded.

**Section 25.7. Sign Up For Overtime:** There shall be a quarterly sign up in total time in supervisory seniority for command over time on the individual shifts. In the event the City receives at least one (1) hour's notice that a command officer will be absent from his or her assigned shift and the City determines that another command officer should be called for overtime work, the City shall offer the work, on a rotation basis to those who signed up for work on the vacant shift. If the assignment is not filled, the City shall assign the work to the least senior command officer on the previous shift. Command officers shall not work more than two shifts in a twenty-four (24) hour period. This Section does not apply to holdover overtime or other overtime situations.

**Section 25.8. Uniformed Extra Duty.** When the City determines that additional police officers are needed to be assigned to specific uniformed details (including, but not limited to STOP and DTEP), and/or security work for another governmental unit or other contract policing details, those work opportunities shall be offered to those officers who have signed up for such duty in the order of departmental seniority on a rotation basis with the following exception: an Other Governmental Call Back List will be established at the first of each month and Sergeants and Commanders will not be called for work during the first complete calling of the list. Once the first calling is completed then Sergeants and Commanders will become eligible to accept work from this list. An officer cannot accept such opportunity if it occurs during his or her regular work assignment. There shall be a quarterly sign up for such duty. If the assignment is not filled by the use of this sign up procedure, the City shall assign the work at its discretion.

## **ARTICLE 26**

### **Temporary Upgrade Pay**

The Senior sergeant on any given shift will assume the duties of the Commander whenever the Commander is absent on leave (paid or unpaid) or on a regularly scheduled day off. The Senior Sergeant will be compensated at the same rate of pay as the Commander that he is replacing for both straight time and overtime hours worked. Said compensation shall be paid for all compensable time worked by the Senior Sergeant during the Commander's absence.

## **ARTICLE 27**

### **Training**

Each officer may be scheduled up to eight (8) hours of training per month during the officer's off duty time. During these hours, the officer will received compensatory time at one

and one-half times the hours of training. Officers attending training will receive compensation for a minimum of two hours. Any training on an officer's off duty time that exceeds eight (8) hours per month shall be compensated by either overtime pay or compensatory time. This Article is not meant to affect or interfere with any training scheduled during an officer's regular tour of duty or when an officer is required to attend training in lieu of his or her regular tour of duty. Training opportunities will be made available to officers on a fair and impartial basis.

## **ARTICLE 28**

### **Physical Examinations**

**Section 28.1 Physical Examination:** The City will provide each officer with a complete medical physical examination, conducted by a competent physician, on an annual basis, with all costs to be paid by the City.

**Section 28.2 Drug, Alcohol and Other Tests:** The Employer shall have the right to order officers to submit to drug, alcohol, psychological or psychiatric examinations under circumstances where the employer has just cause to believe that the officer is then either under the influence of alcohol or drugs, or that the officer is then suffering from an emotional or mental condition that renders him unfit to perform his duties. The employer will provide the officer with a written explanation of the basis for the order to submit to such tests at the time the order is given. The City agrees to give assistance toward the rehabilitation of officers found to suffer from alcohol and drug abuse.

**Section 28.3 HIV/Hepatitis Testing:** The City shall pay for medical examinations incurred as a result of an officer being exposed to HIV or Hepatitis while in the line of duty. Such medical examinations shall also be extended to a member's family if such is related to the officer's exposure. The City shall as part of the member's annual physical include a HIV and Hepatitis test. Nothing in this section shall limit a member's right under "an Act to provide for the continuation of compensation for law enforcement officers, correctional officers and firemen who suffer disabling injury in the line of duty" of the State of Illinois (5 ILCS 345/1) or other rights afforded by existing statutes.

## **ARTICLE 29**

### **Association Release Time**

When notified by the Association, the Employer shall grant Association representatives release time without loss of pay for investigating and processing grievances and for contract negotiations. Not more than one (1) hour of release time for investigating a grievance shall be allowed the Association without the consent of the employer. Although such consent for additional time may be denied, it shall not be arbitrarily or capriciously denied. One Association representative shall be released from duty with pay for the period of all meetings with the employer and for arbitrations, if any. Requests for additional release shall not be arbitrarily or unreasonably denied. Nothing herein shall interfere with situations requiring immediate police action.

**ARTICLE 30**  
**Injury in the Line of Duty**

**Section 30.1 Injury in the Line of Duty:** Whenever an officer suffers any injury in the line of duty which causes such officer to be unable to perform his or her duties, such officer shall, in accordance with the terms and conditions specified in "an Act to provide for the continuation of compensation for law enforcement officers, correctional officers and firemen who suffer disabling injury in the line of duty" of the State of Illinois (5 ILCS 345/1), be paid by the City during the term that such officer is unable to perform his or her duties due to the result of the injury, but not longer than one (1) year in relation to the same injury. During the period when any such officer is so unable to perform his or her duties due to the result of the injury under this Section, and is so paid by the City during such period no longer than one (1) year, there shall be no deduction from such officer's sick leave accumulation, earned vacation time, or compensatory time, if any, and additional sick leave shall be accumulated and additional vacation time shall be earned by any officer during the period of any such absence that is no longer than one (1) year. It is expressly provided, however, that no additional sick leave shall be accumulated and no additional vacation time shall be earned by any officer during the period of any such absence that exceeds one (1) year. Any officer who has been so absent as provided in this section who thereafter returns to duty shall be credited with seniority for the entire period of any such absence regardless of the duration thereof.

**Section 30.2 Dental Injury:** If, in the line of duty, an officer sustains injury to any dental work, including but not limited to, permanent teeth, dentures, plates or fillings, the City shall incur the expense to repair and replace such dental work to its original condition before its damage. Such work shall be conducted at the officer's regular attending dentist or other health care professional as referred by the officer's regular attending dentist. The City has the right to contact the dentist for examination of dental records for review of repairs to be done.

**ARTICLE 31**  
**Discipline**

Discipline in the Department shall be progressive and corrective in the case of remedial offenses. Officers shall have the right to an Association representative present at any meeting which the officer reasonably fears might lead to discipline. Departmental disciplinary investigations shall be conducted expeditiously and in accordance with the Peace Officers Disciplinary Act. Officers shall be notified of complaints at the time any complaints are made against him and shall be notified at the conclusion of the investigation of the findings. No officer shall be disciplined without just cause.

Disciplinary material concerning reprimand punishment shall be expunged from officer's file one (1) year after the date of issuance, provided there has been no reoccurrence of the same offense for which the reprimand was issued.

**ARTICLE 32**  
**Miscellaneous Provisions**

**Section 32.1. Police Action on Time Off:** Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, actions taken by the officer on his or her time off which would have been taken by an officer on active duty if present or available, shall entitle the officer to all rights and benefits concerning such action as if he or she were then on active duty, providing such actions are in conformance with applicable law.

**Section 32.2. Civil Suits Against Officers:** In the event of any civil suit arising from the performance of police duties, the City shall provide an attorney to represent the officer with the costs to be borne by the City, providing that the officer's actions were in conformance with applicable Federal and State laws, City ordinances and departmental regulations.

**Section 32.3. Rules and Regulations:** The City will provide each officer with a current, up-to-date copy of the rules and regulations of the Department.

**Section 32.4. Danville City Code:** An updated copy of the Danville City Code will be maintained at the Public Safety Building and made accessible to all officers and the Code book shall be maintained in current condition at all times.

**Section 32.5. Bulletin Boards:** The City will make available to the Association a bulletin board, readily accessible to officers, within the Department's facility, for use by the Association. The Association agrees not to post material that is crude, vulgar or discriminatory.

**Section 32.6. Access to Information:** The City will make available to authorized representatives of the Association any City records or information reasonably relating to a specific grievance.

**Section 32.7. Personnel Folders:** Every officer shall be allowed to examine the contents of all his or her personnel folders with the exception of records relating to the investigation of a possible criminal offense or letters of reference. Every officer shall be promptly notified in the event that any adverse written material or document is added to his or her personnel folder. Any officer may affix a rebuttal statement to any such adverse material. The City shall maintain the personnel records of all officers.

**Section 32.8. Residency Requirements:** All bargaining unit members hired: (a) prior to January 1, 2008, and (b) on or after May 14, 2014 (the date of issuance of Interest Arbitrator Matthew Finkin's Award in ILRB Case No. S-MA-12-330), shall be required to reside within a five-mile radius of the corporate boundaries of the City of Danville and within the State of Illinois. Any bargaining unit member who was hired: (a) on or after January 1, 2008, but (b) prior to May 14, 2014, shall be exempt from City residence requirements.

**Section 32.9. Payday:** Payday shall be every other Friday.

**Section 32.10 Cell Phones:** In the event the Employer requires bargaining unit members to possess cellular telephones, the Employer shall provide such equipment at no cost to the member.

**ARTICLE 33**  
**Savings**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree to meet and to negotiate in good faith with respect to a substitute provision.

**ARTICLE 34**  
**Duration/Term**

This Agreement shall be effective as of the 1st day of May, 2014, and shall remain in full force and effect until April 30, 2017. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to April 30, 2017 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to April 30, 2017. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination which shall not be before April 30, 2017, as set forth in the preceding paragraph.

**ARTICLE 35**  
**Effect of Agreement**

**Section 35.1. Waiver:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement. This Agreement may only be amended during its term by the mutual consent of the parties by a written amendment hereto which is executed by both parties.

**Section 35.2. Entire Agreement:** The terms and conditions set forth in the Agreement, including all appendices thereto, represent the full and complete understanding and commitment between the parties, canceling any and all prior commitments, written or oral, between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment hereto which is executed by both parties. The provision of this Section shall not limit the use of past practices for the purpose of explaining or establishing the meaning of any express provision of this Agreement.

**Section 35.3. Mandatory Collective Bargaining for Certain Subjects or Matters:** With respect to any subject or matter not specifically enumerated in Article 3 above, pertaining to management rights, and not otherwise referred to, or covered in any other Article of this Agreement, the City agrees that it will not institute any such subject or matter, except as provided in this Section. Should the City endeavor to institute any such subject or matter not so specifically enumerated under Article 3 above and not otherwise referred to, or covered in any other Article of this Agreement, and should there exist a duty to bargain collectively with respect to such subject or matter under Sections 4 and 7 of the Public Labor Relations Act (5 ILCS 315/4 and 315/7) (the "*Act*"), then the City agrees to bargain collectively with the Association with respect to such subject or matter. Except for such agreement to bargain collectively, nothing contained in this Section shall be construed to abrogate or diminish the sole right and authority of the City to operate and direct the affairs of the City and the Police Department in all of its various aspects as provided in Article 3 above or to prohibit the City from instituting any such subject or matter. Any impasse that may result from any such collective bargaining as provided for under this Section shall be resolved in accordance with Section 14 of the *Act* (5 ILCS 315/14), and the Rules and Regulations of the Illinois State Labor Relations Board. Any agreement of the parties resulting from such collective bargaining or impasse resolution shall be by a written amendment hereto which is executed by both parties. Except as otherwise provided in this Section, each party agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been with the acknowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have affixed their signatures this 13<sup>th</sup> day of

July, 2015.

CITY:  
CITY OF DANVILLE

ASSOCIATION:  
DANVILLE POLICE COMMAND  
OFFICERS ASSOCIATION

By: Scott Eisenhauer  
Mayor

John Miller  
President

ATTEST:

J. M. Hill  
Member, Negotiation Committee

Lisa K. Monson  
City Clerk

[Signature]  
Member, Negotiation Committee

Resolution No. 2015-73

[Signature]  
Member, Negotiation Committee

\_\_\_\_\_  
Member, Negotiation Committee

**Appendix A**  
**Dues Deduction Authorization**

The undersigned does hereby authorize the City of Danville, Illinois, its employees and agents to deduct from his or her salary the uniform dues and special assessments of the Danville Police Command Officers Association as the same may be from time to time certified by the President and Treasurer of the Association. The undersigned does hereby release and covenant not to sue the City of Danville, Illinois, its employees or agents, the Danville Police Command Officers Association, its officers or agents for any claim or cause of action that may arise from the deduction of said dues and assessments from his or her salary. The undersigned attests and affirms that his or her signature below represents a free and voluntary act.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnessed by: \_\_\_\_\_

\_\_\_\_\_

**APPENDIX "C"**  
**ITEMS FURNISHED BY**  
**CITY TO NEW HIRES**

Stratton Style Felt Hat Stratton Style Straw Hat Fur Trooper Cap  
Duty Champ Jacket American Mode Jacket Rainfair Nylonair  
Long Sleeved Shirts (5) Short Sleeved Shirts (5)  
Bates Oxford or approved Boot  
Year-round, Fech, Pants, w/1/2" Braid (3)  
Garrison Belt, chrome buckle  
Sam Browne, Gun Belt, Chrome buckle  
Brown Clip on Ties (2)  
G & G, Handcuff case, Open Belt Loop Keepers (4) Baton Strap  
Key Strap  
Flashlight Holder  
S & W Handcuffs  
Riot Baton with Thong Cocobolo or LAPD Baton Flashlight  
Orange Wand  
Don Hume Leather Holster  
CALCO Leather Clip Pouch w/snaps  
Hat Protectors (2)  
Tie Bar  
DPD Emblems (24)  
Badge  
Chrome Collar Insignia DPD Collar Insignia DPD Cap Piece  
3 Piece Hat Strap  
Silver Hat Cord  
Whistle, Chrome  
Whistle Chain, Chrome Ticket Holder  
Name Tags

Note: The City retains the right to substitute listed items with those of equal or better quality.



Health Alliance PPO 500 Rx30 NS1

Member Benefits			Member Responsibility	
			In-Network	Out-of-Network(OON)
Plan Year Deductible Embedded	Medical	Individual	\$500	\$1,000
		Family	\$1,000	\$2,000
	Pharmacy	Individual	Not Applicable	Not Applicable
		Family	Not Applicable	Not Applicable
Plan Year Out-of-Pocket Maximum (OOPM) <i>Combined medical &amp; pharmacy expenses including deductible, coinsurance &amp; copayments.</i>				
Medical/Pharmacy		Individual	\$2,000	\$4,000
		Family	\$4,000	\$8,000
Contract Year Maximum Benefits				
		Cardiac Rehabilitation	36 OP sessions w/in 6 month of event combined in-net and OON	
		Outpatient Rehabilitation Services	60 visits per condition per plan year combined in-net and OON	
		Inpatient Rehabilitation Services/Skilled Nursing Facility	120 days per plan year combined in-net and OON	
		Home Health	Unlimited with Pre-authorization	
		Spinal Manipulations (includes muscle manipulations)	\$500 Maximum Per Plan Year combined in-net and OON	
		Temporomandibular Joint (TMJ) Treatment	\$2,500 Maximum per Plan Year	
		Vision Exam	Once every 12 months combined in-net and OON	
Ambulatory Patient Services				
		Vision Exam	20%	30%
		Primary Care Physician Office Visits	20% ^	30%
		Specialty Care Physician Office Visits	20% ^	30%
		Spinal Manipulations	*20%	In Network Benefit Applies
		Urgent Care Visits	20% ^	30%
		Allergy Treatment and Testing	20%	30%
Emergency Services				
		Emergency Department Visits	*20%	In Network Benefit Applies
		Emergency Ambulance Transportation	*20%	In Network Benefit Applies
Hospital Services				
		Outpatient Surgery/Procedures Facility Fees	20%	30%
		Outpatient Surgery/Procedures Physician/Surgeon Fees	20%	30%
		Inpatient Hospitalization Facility Fees	20%	30%
		Inpatient Physician/Surgeon Fees	20%	30%
Rehabilitative and Habilitative Services				
		Outpatient Rehabilitation Services	20%	30%
		Inpatient Rehabilitation/Skilled Nursing Facility	20%	30%
		Home Health	20%	30%
Diagnostic Services				
		MRI and CT Scans	20%	30%
		Diagnostic Testing	20%	30%

**Mental Health/Substance Use Treatment**

Outpatient Office Visits	20% ^	30%
Inpatient Services	20%	30%
Non-Serious Mental Health Care	See in network outpatient office visit or inpatient services benefit	30%

**Prescription Drugs**

30 day supply	Rxtra	*\$0	50%
	Generic - Tier 1	*\$15	50%
	Brand - Tier 2	*\$30	50%
	Non-Preferred Brand - Tier 3	*\$60	50%
	Preferred Specialty Pharmacy/Medical - Tier 4	*20%	50%
	Non-Preferred Specialty Pharmacy/Medical - Tier 5	*20%	50%
	Non-Formulary Specialty Pharmacy/Medical - Tier 6	*20%	50%

**Maternity**

*Minimum of 48 hours of inpatient care following a vaginal delivery and minimum of 96 hours of inpatient care following a delivery by Cesarean section.*

Routine Prenatal Care	20%	30%
Maternity Inpatient	20%	30%
Newborn Care	20%	30%

**Preventive and Wellness Services**

Immunizations, adult & child annual physical exams, mammograms, PAP smears, prostate screening & more. Age/frequency schedules apply.

Wellness Care	*\$0	30%
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**Other Services**

Other services covered within your policy and not otherwise specified on this summary or on the SBC.

Other Covered Services	20%	50%
Durable Medical Equipment	20%	50%

\* Deductible does not apply

^ Additional, other services obtained while in the office may require an additional copayment or coinsurance

**Embedded deductible definition** - if there are two or more people on this plan – meaning the family amount(s) apply – you have a separate individual deductible within (or embedded within) the family deductible. This gives each member on the plan a chance to have his or her benefits start before the entire family meets the family deductible.

**When using out of network providers**, you also pay any charges in excess of the **maximum allowable charge**. Amounts over the maximum allowable charge do not apply to the Out-of-Pocket Maximum

This is a brief statement of Health Alliance PPO benefits, exclusions and limitations which are subject to change. Please refer to the Health Alliance PPO Policy booklet for more detail about your health plan. This document is in conjunction with the Summary of Benefits and Coverage (SBC). You can view your SBC online at [www.healthalliance.org](http://www.healthalliance.org) or request a copy by contacting the customer service number on the back of your ID card.



Health Alliance HMO 100 Rx30 NS1

Member Benefits			Member Responsibility		
			In-Network	Out-of-Network(OON)	
Plan Year Deductible Embedded	Medical	Individual	Not Applicable	Not Applicable	
		Family	Not Applicable	Not Applicable	
	Pharmacy	Individual	Not Applicable	Not Applicable	
		Family	Not Applicable	Not Applicable	
<b>Plan Year Out-of-Pocket Maximum (OOPM)</b>					
<i>Combined medical &amp; pharmacy expenses including deductible, coinsurance &amp; copayments.</i>			Individual	\$2,000	Not Applicable
			Medical/Pharmacy	Family	\$4,000
<b>Contract Year Maximum Benefits</b>					
	Cardiac Rehabilitation		36 OP sessions w/in 6 month of event		
	Outpatient Rehabilitation Services		60 visits per condition per plan year		
	Inpatient Rehabilitation Services/Skilled Nursing Facility		120 days per plan year		
	Home Health		Unlimited with Pre-authorization		
	Vision Exam		Once every 12 months		
<b>Ambulatory Patient Services</b>					
	Vision Exam		*\$30 per exam	Not Applicable	
	Primary Care Physician Office Visits		*\$30 per visit ^	Not Applicable	
	Specialty Care Physician Office Visits		*\$40 per visit ^	Not Applicable	
	Spinal Manipulations		*\$20 per visit	Not Applicable	
	Urgent Care Visits		*\$30 per visit ^	*\$30 per visit ^	
	Allergy Treatment and Testing		\$0 per visit	Not Applicable	
<b>Emergency Services</b>					
	Emergency Department Visits		*\$200 per visit	*\$200 per visit	
	Emergency Ambulance Transportation		*\$100	*\$100	
<b>Hospital Services</b>					
	Outpatient Surgery/Procedures Facility Fees		\$250 per procedure	Not Applicable	
	Outpatient Surgery/Procedures Physician/Surgeon Fees		0%	Not Applicable	
	Inpatient Hospitalization Facility Fees		\$400 per stay	Not Applicable	
	Inpatient Physician/Surgeon Fees		0%	Not Applicable	
<b>Rehabilitative and Habilitative Services</b>					
	Outpatient Rehabilitation Services		\$30 per visit	Not Applicable	
	Inpatient Rehabilitation/Skilled Nursing Facility		\$400 per stay	Not Applicable	
	Home Health		\$0 per visit	Not Applicable	
<b>Diagnostic Services</b>					
	MRI and CT Scans		\$0 per service	Not Applicable	
	Diagnostic Testing		\$0 per service	Not Applicable	

**Mental Health/Substance Use Treatment**

Outpatient Office Visits	*\$30 per visit ^	Not Applicable
Inpatient Services	\$400 per stay	Not Applicable
Non-Serious Mental Health Care	See in network outpatient office visit or inpatient services benefit	50%

**Prescription Drugs**

30 day supply	Rxtra	\$0	Not Applicable
	Generic - Tier 1	\$15	Not Applicable
	Brand - Tier 2	\$30	Not Applicable
	Non-Preferred Brand - Tier 3	\$60	Not Applicable
	Preferred Specialty Pharmacy/Medical - Tier 4	20%	Not Applicable
	Non-Preferred Specialty Pharmacy/Medical - Tier 5	20%	Not Applicable
	Non-Formulary Specialty Pharmacy/Medical - Tier 6	20%	Not Applicable

**Maternity**

*Minimum of 48 hours of inpatient care following a vaginal delivery and minimum of 96 hours of inpatient care following a delivery by Cesarean section.*

Routine Prenatal Care	\$300	Not Applicable
Maternity Inpatient	\$400 per stay	Not Applicable
Newborn Care	\$400 per stay	Not Applicable

**Preventive and Wellness Services**

Immunizations, adult & child annual physical exams, mammograms, PAP smears, prostate screening & more. Age/frequency schedules apply.

Wellness Care	\$0	Not Applicable
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**Other Services**

Other services covered within your policy and not otherwise specified on this summary or on the SBC.

Other Covered Services	0%	Not Applicable
Durable Medical Equipment	0%	Not Applicable

\* Deductible does not apply

^ Additional, other services obtained while in the office may require an additional copayment or coinsurance

**Embedded deductible definition** - if there are two or more people on this plan – meaning the family amount(s) apply – you have a separate individual deductible within (or embedded within) the family deductible. This gives each member on the plan a chance to have his or her benefits start before the entire family meets the family deductible.

This is a brief statement of Health Alliance HMO benefits, exclusions and limitations which are subject to change. Please refer to the Health Alliance HMO Policy booklet for more detail about your health plan. This document is in conjunction with the Summary of Benefits and Coverage (SBC). You can view your SBC online at [www.healthalliance.org](http://www.healthalliance.org) or request a copy by contacting the customer service number on the back of your ID card.



Health Alliance POSC 500d Rx2

Member Benefits			Member Responsibility	
			In-Network	Out-of-Network(OON)
Plan Year Deductible Embedded	Medical	Individual	Not Applicable	\$5,000
		Family	Not Applicable	\$10,000
	Pharmacy	Individual	Not Applicable	Not Applicable
		Family	Not Applicable	Not Applicable
Plan Year Out-of-Pocket Maximum (OOPM)				
Combined medical & pharmacy expenses including deductible, coinsurance & copayments.		Individual	\$2,500	\$10,000
		Medical/Pharmacy		
			Family	\$5,000
Contract Year Maximum Benefits				
Cardiac Rehabilitation			36 OP sessions w/in 6 month of event combined in-net and OON	
Outpatient Rehabilitation Services			60 visits per condition per plan year combined in-net and OON	
Inpatient Rehabilitation Services/Skilled Nursing Facility			120 days per plan year combined in-net and OON	
Home Health			Unlimited with Pre-authorization	
Spinal Manipulations (includes muscle manipulations)			\$500 Maximum Per Plan Year combined in-net and OON	
Temporomandibular Joint (TMJ) Treatment			\$2,500 Maximum per Plan Year Out of Network	
Vision Exam			Once every 12 months in-net	
Ambulatory Patient Services				
Vision Exam			\$40 per exam	Not Applicable
Primary Care Physician Office Visits			\$25 per visit ^	50%
Specialty Care Physician Office Visits			\$50 per visit ^	50%
Spinal Manipulations			50%	* 50%
Urgent Care Visits			\$50 per visit ^	50%
Allergy Treatment and Testing			20%	50%
Emergency Services				
Emergency Department Visits			\$200 per visit	* \$200 per visit
Emergency Ambulance Transportation			\$100	* \$100
Hospital Services				
Outpatient Surgery/Procedures Facility Fees			\$500 per procedure, then 20%	50%
Outpatient Surgery/Procedures Physician/Surgeon Fees			20%	50%
Inpatient Hospitalization Facility Fees			\$500 per stay, then 20%	50%
Inpatient Physician/Surgeon Fees			20%	50%
Rehabilitative and Habilitative Services				
Outpatient Rehabilitation Services			20%	50%
Inpatient Rehabilitation/Skilled Nursing Facility			20%	50%
Home Health			20%	50%
Diagnostic Services				
MRI and CT Scans			\$500 per service, then 20%	50%
Diagnostic Testing			20% per service	50%

**Mental Health/Substance Use Treatment**

Outpatient Office Visits	\$25 per visit ^	50%
Inpatient Services	\$500 per stay, then 20%	50%
Non-Serious Mental Health Care	See in network outpatient office visit or inpatient services benefit	50%

**Prescription Drugs**

30 day supply	Rxtra	\$0	50%
	Generic - Tier 1	\$7	50%
	Brand - Tier 2	\$35	50%
	Non-Preferred Brand - Tier 3	\$70	50%
	Preferred Specialty Pharmacy/Medical - Tier 4	\$140	50%
	Non-Preferred Specialty Pharmacy/Medical - Tier 5	\$210	50%
	Non-Formulary Specialty Pharmacy/Medical - Tier 6	50%	50%

**Maternity**

*Minimum of 48 hours of inpatient care following a vaginal delivery and minimum of 96 hours of inpatient care following a delivery by Cesarean section.*

Routine Prenatal Care	20%	50%
Maternity Inpatient	\$500 per stay, then 20%	50%
Newborn Care	\$500 per stay, then 20%	50%

**Preventive and Wellness Services**

Immunizations, adult & child annual physical exams, mammograms, PAP smears, prostate screening & more. Age/frequency schedules apply.

Wellness Care	\$0	50%
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**Other Services**

Other services covered within your policy and not otherwise specified on this summary or on the SBC.

Other Covered Services	20%	50%
Durable Medical Equipment	20%	50%

\* Deductible does not apply

^ Additional, other services obtained while in the office may require an additional copayment or coinsurance

**Embedded deductible definition** - if there are two or more people on this plan – meaning the family amount(s) apply – you have a separate individual deductible within (or embedded within) the family deductible. This gives each member on the plan a chance to have his or her benefits start before the entire family meets the family deductible.

**When using out of network providers**, you also pay any charges in excess of the maximum allowable charge. Amounts over the maximum allowable charge do not apply to the Out-of-Pocket Maximum

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Health Alliance HMO HSA 1750a Rx12

Member Benefits			Member Responsibility	
			In-Network	Out-of-Network(OON)
Plan Year Deductible Aggregate	Medical	Individual	\$1,750	Not Applicable
		Family	\$3,500	Not Applicable
	Pharmacy	Individual	Not Applicable	Not Applicable
		Family	Not Applicable	Not Applicable
Plan Year Out-of-Pocket Maximum (OOPM) <i>Combined medical &amp; pharmacy expenses including deductible, coinsurance &amp; copayments.</i>	Medical/Pharmacy	Individual	\$1,750	Not Applicable
		Family	\$3,500	Not Applicable
Contract Year Maximum Benefits	Cardiac Rehabilitation		36 OP sessions w/in 6 month of event	
	Outpatient Rehabilitation Services		60 visits per condition per plan year	
	Inpatient Rehabilitation Services/Skilled Nursing Facility		120 days per plan year	
	Home Health		Unlimited with Pre-authorization	
	Adult Vision Exam		Once every 12 months combined in-net and OON	
	Pediatric Vision Exam		Once every 12 months combined in-net and OON	
Ambulatory Patient Services	Adult Vision Exam		0%	*\$45
	Primary Care Physician Office Visits		0%	Not Applicable
	Specialty Care Physician Office Visits		0%	Not Applicable
	Spinal Manipulations		0%	Not Applicable
	Urgent Care Visits		0%	0%
	Allergy Treatment and Testing		0%	Not Applicable
Emergency Services	Emergency Department Visits		0%	In Network Benefit Applies
	Emergency Ambulance Transportation		0%	In Network Benefit Applies
Hospital Services	Outpatient Surgery/Procedures Facility Fees		0%	Not Applicable
	Outpatient Surgery/Procedures Physician/Surgeon Fees		0%	Not Applicable
	Inpatient Hospitalization Facility Fees		0%	Not Applicable
	Inpatient Physician/Surgeon Fees		0%	Not Applicable
Rehabilitative and Habilitative Services	Outpatient Rehabilitation Services		0%	Not Applicable
	Inpatient Rehabilitation/Skilled Nursing Facility		0%	Not Applicable
	Home Health		0%	Not Applicable
Diagnostic Services	MRI and CT Scans		0%	Not Applicable
	Diagnostic Testing		0%	Not Applicable

**Mental Health/Substance Use Treatment**

Outpatient Office Visits	0%	Not Applicable
Inpatient Services	0%	Not Applicable
Non-Serious Mental Health Care	See in network outpatient office visit or inpatient services benefit	50%

**Prescription Drugs**

30 day supply	Rxtra	\$0	Not Applicable
	Generic - Tier 1	0%	Not Applicable
	Brand - Tier 2	0%	Not Applicable
	Non-Preferred Brand - Tier 3	0%	Not Applicable
	Preferred Specialty Pharmacy/Medical - Tier 4	0%	Not Applicable
	Non-Preferred Specialty Pharmacy/Medical - Tier 5	0%	Not Applicable
	Non-Formulary Specialty Pharmacy/Medical - Tier 6	0%	Not Applicable

**Maternity**

<i>Minimum of 48 hours of inpatient care following a vaginal delivery and minimum of 96 hours of inpatient care following a delivery by Cesarean section.</i>	Routine Prenatal Care	0%	Not Applicable
	Maternity Inpatient	0%	Not Applicable
	Newborn Care	0%	Not Applicable

**Pediatric Services (members up to the age of 19 years old)**

Pediatric Vision Exam	0%	*\$45
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**Preventive and Wellness Services**

Immunizations, adult & child annual physical exams, mammograms, PAP smears, prostate screening & more. Age/frequency schedules apply.	Wellness Care	*\$0	Not Applicable
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**Other Services**

Other services covered within your policy and not otherwise specified on this summary or on the SBC.	Other Covered Services	0%	Not Applicable
	Durable Medical Equipment	0%	Not Applicable

\* Deductible does not apply

^ Additional, other services obtained while in the office may require an additional copayment or coinsurance

Aggregate deductible definition - if one person is on the plan, he or she works toward the single deductible. If more than one person is on the plan, they work toward the family deductible.

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