

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**WILL COUNTY CIRCUIT CLERK
12TH JUDICIAL CIRCUIT**

AND

AFSCME COUNCIL 31, LOCAL #1028 AFL-CIO

December 1st, 2016 to November 30th, 2021

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PREAMBLE

This Agreement is entered into by and between the Circuit Clerk of Will County hereto, referred to as the “Employer”, and AFSCME, Council 31, for and on behalf of its Local 1028 hereinafter referred to as the “Union” as agent/representative of the Bargaining Unit, hereinafter referred to as “the Employee(s)”.

The purpose of the Agreement is to promote harmonious relations among the Employer, the Union, and the Employees; to establish an equitable and peaceful procedure for resolving grievances of Employees; and to set forth certain terms of employment for Employees. The Union recognizes, however, that this Agreement shall in no way restrict the right of any governmental bodies or elected public officials to perform their duties and obligations as required by law.

ARTICLE I **RECOGNITION**

Section 1.1 - Recognition

The Employer recognizes the Union as the sole bargaining agent for Employees who are employed in the classifications indicated on Appendix A, which is attached hereto and made a part hereof, in matters concerning wages, hours, working conditions, fringe benefits, and other employment problems.

Section 1.2 - New Classifications

When the Employer establishes a new classification and that classification is a successor title to a classification covered by this Agreement with no substantial changes in duties, or the new classification contains a significant part of the work now done by any of the classifications in the Bargaining Unit, the new classification shall become a part of this Agreement.

Section 1.3 - Integrity of the Bargaining Unit

The Employer recognizes the integrity of the Bargaining Unit and shall not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer shall continue to endeavor to assign Bargaining Unit work to Bargaining Unit Employees.

Section 1.4 - Union Exclusivity

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other Employee organization or its representatives on matters pertaining to hours, wages, and working conditions, nor shall the Employer negotiate with Employees over their hours, wages and working conditions, except as provided herein.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1 - Rights Residing in Management

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage the operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces including, but not limited to, the rights to hire, promote, demote, transfer, allocate and assign Employees; to discipline, suspend and discharge for just cause; to relieve Employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

Section 2.2 - Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

Section 2.3 - Work Rules

Whenever the Employer determines it is necessary to formalize work rules, such rules shall be in writing.

Copies of written work rules, including formal policies and procedures, shall be provided to affected Employees.

ARTICLE III
UNION RIGHTS

Section 3.1 - Union Activity During Working Hours

- a. Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to investigate and process grievances, to attend Union negotiations, labor/management meetings, and committee meetings, if such committees have been established by this contract, or meetings called or agreed to by the Employer, if such Employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants.
- b. Employees may not be excused from employment for the purpose of Union negotiations if such absence would substantially hinder the efficient operation of their department.

Section 3.2 - Union Business Access

- (a) The Employer agrees that a local representative or officer or AFSCME Staff Representative shall have reasonable access to the premises of the Employer for the purpose of the administration of this Agreement, giving notice upon arrival to the appropriate Employer representative.
- (b) Appointments and/or schedules for all necessary Union business meetings involving three (3) or more people from the Bargaining Unit on County premises shall be made in advance, with the Circuit Clerk or the Circuit Clerk's designated representative.
- (c) Time and space are to be made available at reasonable times, as needed, in a manner that does not interfere with providing service to the public.

Section 3.3 - Time Off for Union Activities

- a. A maximum of four (4) Local Union Representatives shall be allowed time off without pay for legitimate Union business, such as State or area-wide Union committee meetings, or conventions, provided such Representatives shall give reasonable notice to their Supervisors of such absence and shall be allowed such time off, if it does not substantially interfere with the operating needs of the Employer.
- b. Employees may use any accumulated holidays, personal days, vacation days, or compensatory time in lieu of taking such time without pay.

- c. No more than fifty (50) working days shall be granted per contract year for all Employees of the Bargaining Unit. An Employee who utilizes accumulated time in lieu of taking such time without pay shall not have such days counted toward the fifty (50) day maximum.
- d. One (1) Union officer shall be allowed time off, without pay, to attend the monthly County Board meeting, if it does not substantially interfere with the operating needs of the Employer. If the Union requests, the Employer shall provide the Union President with a copy of the approved minutes of each County Board meeting and shall further provide to the Union President copies of the approved minutes of all County Board committee meetings.

Section 3.4 - Union Bulletin Boards

- a. The Employer shall provide bulletin boards or space in each department or geographical location.
- b. The number, size and location of each board shall be mutually agreed to by the parties in each location.
- c. The boards and/or space shall be for the sole and exclusive use of the Union.
- d. The items posted shall not be political, partisan or defamatory in nature.
- e. The Employer or the Employer's designated representative shall be provided with a copy of notices upon posting.

Section 3.5 - Designation of Stewards

The Union shall provide the Employer with a written designation of stewards for each Bargaining Unit and shall keep the written designation current. Union Stewards may represent Employees in any Agency or Bargaining Unit.

ARTICLE IV
UNION SECURITY

Section 4.1 - Union Presentation at Orientation

- a. By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each Employee for up to one hour for the purpose of informing Employees of their rights and obligations under this Collective Bargaining Agreement and without loss of pay for the Employees involved. New hires shall be included in such orientation as soon as possible, but not later than one month from their initial date of employment.
- b. The Employer shall provide the Union with the names of new Employees, within five (5) working days after the new Employees report for duty.

Section 4.2 - Union Withholding

- a. The Employer agrees to deduct from the pay of those who individually request it any or all of the following:
 1. Union membership dues, assessments, or fees;
 2. Union sponsored benefit programs;
 3. P.E.O.P.L.E. contributions (Public Employees Organized to Promote Legislative Equality)

Requests for any of the above shall be made on a form agreed to by the parties.

- b. Upon receipt of an appropriate written authorization from an Employee, such deduction shall be withheld from each regular payroll paycheck and remitted to the Union at the address designated, in writing, to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.
- c. The Union Treasurer shall certify, to the Employer, the amount of the monthly dues required for membership in the Union.
- d. This Section is pursuant to 50 ILCS 125/.01et.Seq.

Section 4.3 - Fair Share

- a. Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction, shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act.
- b. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member Employees. The aggregate deductions of the Employees and a list of their names and addresses numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member Employee's share shall not exceed dues uniformly required of union members.
- c. Should any Employee be unable to pay his/her contribution to the Union based upon bonafide religious tenets or teachings of a church or religious body of which such Employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the Employee affected and the Union. If the Union and the Employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The Employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.
- d. The Union agrees to provide notices and appeal procedures to Employees in accordance with applicable law.
- e. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE V **HOURS OF WORK**

Section 5.1 - Regular Hours

The regular hours of work each day shall be consecutive, except that they may be interrupted by a meal period.

Section 5.2 - Work Week

The work week shall consist of five (5) consecutive, prescheduled, eight (8) hour days.

Section 5.3 - Work Day

Eight (8) consecutive hours of work within the twenty-four (24) hour period, beginning at the scheduled time, shall constitute the regular work day.

Section 5.4 - Work Shift

- a. Eight (8) consecutive hours of work shall constitute a work shift.
- b. All full-time Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 5.5 - Work Schedule

Work schedules showing Employees' shift, work days, and hours shall be posted at convenient places and times.

Except for emergency situations, work schedules shall not be changed, unless proven operational needs of the Employer so necessitate.

Work schedule changes for reasons other than emergency, programmatic or operational needs may be made only by mutual agreement.

Section 5.6 - Temporary Schedule Modification

In lieu of the normal work week as defined in Section 5.2, an Employee may request a temporary schedule modification. Subject to the operational needs of the Employer, and where practical, the Employer will try to accommodate such request. Where there are more requests than may be accommodated, an Employee who demonstrates a greater personal need shall have preference.

ARTICLE VI
DAILY WORK BREAKS

Section 6.1 - Rest Periods

- a. All Employees' work schedules shall provide for a fifteen (15) minute rest period during each half of their shift or work day.
- b. Rest periods shall be scheduled at the middle of each half of the shift or work day, whenever this is feasible.
- c. Employees who work beyond their regular quitting time, i.e., beyond their regular eight (8) hour shift or work day, shall:
 - (1) Receive a fifteen (15) minute rest period during the first two hours of additional work; and
 - (2) Be granted the regular rest periods that occur during this shift.
- d. Employees who, because of the press of duties, are unable to take their first rest period shall be able to combine such time with their meal period or second rest period that same day with the consent of a Supervisor.

Section 6.2 - Meal Period

- a. All Employees shall be granted a meal period during each shift or work day.
- b. Whenever possible, the meal period shall be scheduled at the middle of each shift or work day, in accordance with present standards and procedures, but in no event shall the meal period be less than thirty (30) minutes.

ARTICLE VII

SENIORITY

Section 7.1 - Seniority Defined

- a. Seniority is defined as the length of continuous service of an Employee for the Employer, within a given office, since the Employee's most recent date of hire. In the event that two (2) or more Employees have the same seniority date, the tie shall be broken first by the Employee with the longest continuous service with the County in this AFSCME bargaining unit from most recent date of hire being the most senior. If the Employees remain tied, a coin flip will determine the most senior.
- b. All Employees shall serve in a probationary status for six (6) months from their date of current appointment or hire.
- c. The Employer shall provide the Union with a semi-annual Seniority List as of October 15th, but not later than the following November 15th, and as of April 15th, but not later than the following June 15th.

Section 7.2 - Breaks in Continuous Service

- a. An Employee's continuous service record shall be broken by voluntary resignation, discharge or retirement.
- b. If an Employee returns to work for the Employer within one (1) year and has not withdrawn from the Illinois Municipal Retirement Fund (IMRF), the break in continuous service shall be disregarded, except that no seniority shall have accumulated during the break in service.
- c. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 7.3 - Seniority Application

- a. In all applications of seniority, the "ability of the Employee" shall include the qualifications of an Employee to perform the required work.
- b. Where ability and qualifications to perform the required work are, among the Employees concerned, relatively equal, seniority, as defined in Section 7.1 above, shall govern.

Section 7.4 - Layoff

- a. In the event it becomes necessary to lay off Employees for any reason, they shall be laid off in the inverse order of their seniority in their assigned office.
- b. No full-time Employee shall be laid off until any part-time, temporary, provisional or emergency Employee has first been laid off.

Section 7.5 - Bumping

When Employees are laid off due to a reduction in force (RIF), they shall be permitted to exercise their seniority rights to replace Employees with less seniority, provided that senior Employees have the ability and qualifications to fill the position in question.

Section 7.6 - Recall

- a. Employees shall be recalled from lay off according to their seniority.
- b. Employees shall remain on lay off recall status for four (4) years.
- c. Notice of recall shall be given to the Employee, in writing, by certified mail, at the last known address of the Employee on file with the Agency. It shall be the responsibility of the Employee to maintain a current address with the Agency.
- d. Upon recall, a laid-off Employee shall have ten (10) working days from the date of receipt of the certified letter to accept recall. An unclaimed letter shall be considered as a refusal to return to work. If the Employee fails to return to work after notification, the Employee shall lose all recall rights.
- e. No new bargaining unit Employees shall be hired until all Employees, who have been on layoff status not more than four (4) years and who desire to return to work, have been given a recall notice as provided herein.

Section 7.7 - Consolidation, Layoff or Elimination of Jobs

- a. The Employer shall notify the Union forty-five (45) days prior to a layoff or to the consolidation or elimination of jobs, as defined in this Section.
- b. Upon notification, the Employer and the Union shall meet and negotiate the impact on Employees affected.
- c. The ultimate decision as to which positions and/or Employee classes are to be affected by any layoff and when is vested in the Employer.

- d. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, layoffs, and/or for any other reason, shall be permitted to exercise their seniority rights to transfer to any job in that office, provided the Employee has the ability to perform the job.

Section 7.8 - Definition of an Office

The term "Office" for Employees within the bargaining unit shall be the Circuit Clerk's office.

ARTICLE VIII
ASSIGNMENT OF SHIFT AND DAYS OFF

Section 8.1 - General

Employees shall have permanent shift and job assignments based on seniority.

Section 8.2 - Circuit Clerk Employees

The affected Employees shall be permanently assigned to the following job assignments and shifts based on seniority as defined in Article VII and in accordance with Article IX of this Agreement.

The job assignments shall be:

<u>Division 1</u>	Case Processing/Records Management/Courier
<u>Division 2</u>	Family Support*/Finance/Customer Service Clerk/Assistant Clerk*
<u>Division 3</u>	Minute Clerk/Quality Control*

Employees may be assigned work within their Division but outside of the job assignment previously awarded to them. Such assignments shall be limited to 210 hours in six months, must be based on operational needs, and shall not cause the provisions of Section 9.4 to be invoked.

*Family Support, Assistant Clerk, Quality Control – inactive status.

ARTICLE IX
JOB VACANCIES

Section 9.1 - Definition of a Permanent Vacancy

For the purpose of this Article, a permanent vacancy is created when:

- a. The Employer determines to increase the work force and to fill the new position(s).
- b. Any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions.

Section 9.2 - Posting

- a. Permanent vacancies shall be posted for bid, on a bulletin board in each work site of the posting Agency, for a period of ten (10) calendar days, as well as in other County Agencies. On the day of posting a vacancy for bid, the Employer shall provide the Union President or the President's designee with a copy of the posting. The bid notice shall state the division position classification, and rate of pay.
- b. Employees interested in the vacancy must submit written notice to the Employer's designated agent within the ten (10) calendar day period.
- c. The Employer shall fill the vacancy by promoting from among qualified bidders the Employee with the longest continuous service. The provisions of Article VII and this Article shall apply. An outside applicant will not be hired unless no current Employees who are qualified for the position have submitted applications.
- d. Employees promoted to a new position shall serve a thirty (30) work day trial period. If the Employee should prove not to have the ability to perform the new assignment during this trial period, he/she shall be returned to his/her former position at any time during the 30 work day period. An Employee may choose to return to his/her former position at any time during this thirty (30) day trial period. If an Employee elects to return to their former position within the thirty (30) day trial period, they will not be permitted to bid into the same position for at least six (6) months, unless operational needs prevail.

Section 9.3 - Temporary Vacancies

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days. Job openings that recur on a regular basis and/or that remain open more than thirty (30) days at a time shall be considered permanent vacancies and filled appropriately.

Section 9.4 - Temporary Assignment

- a. The Employer may within the provisions of this Article temporarily assign an Employee to be trained or to perform the duties of another job assignment.
- b. The Employer shall attempt to make temporary assignments, including temporary training assignments, to Employees from the next lower paying job assignment, to be distributed in an equitable manner, giving due consideration to seniority and the operating needs of the office.
- c. Employees temporarily assigned to a position classification or job assignment in a pay grade equal to or lower than their permanent job shall be paid their existing rate.
- d. If an Employee is temporarily assigned for a day or more to a higher paying job assignment, he/she shall receive on a prorated basis, the appropriate pay differential associated with that job assignment.
- e. The time limits for temporarily filling a position, classification or job assignment shall be listed in this Section and stated in terms of work days or calendar months, except that such time limits may be extended by mutual agreement of the parties:
 - (1) While the Employer posts and fills a job vacancy for a period of thirty (30) work days from the date of posting.
 - (2) While an absent regular incumbent is using disability leave, or other accumulated time off (i.e., vacation, holidays, personal days, etc.).
 - (3) While a regular incumbent is on disciplinary suspension or layoff for a period not to exceed thirty (30) work days within six (6) calendar months.
 - (4) While a regular incumbent is attending any required training or on an educational leave.
 - (5) While a regular incumbent is on any authorized leave of absence for a period not to exceed six (6) calendar months.
 - (6) While there is a temporary change in work load, or other reasonable work related circumstance, for a period not to exceed thirty (30) work days.

ARTICLE X
HOLIDAYS

Section 10.1 - Holidays Recognized and Observed

- a. The following days shall be recognized and observed as paid holidays for which Employees shall receive one (1) day's pay or a compensatory day off with pay:

New Year's Day	Independence Day
Martin Luther King, Jr. Holiday	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
	Christmas Day

- b. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.
- c. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.
- d. In the event the courthouse is declared to be closed by a lawful authority, the Circuit Clerk's Office shall be considered to be closed with no loss of pay.

Section 10.2 - Compensatory Day

- a. When a holiday falls on an Employee's scheduled day off, or an Employee works on a holiday, equivalent time off shall be granted, within a time mutually agreed to, at a time convenient to the Employee and consistent with the Employer's operational needs.
- b. Any Employee who is regularly scheduled to work, and who works, Thanksgiving day, Christmas day, and/or New Year's day, shall receive one-half (1/2) day compensatory time in addition to the equivalent time off granted pursuant to Subsection 3. An Employee who is regularly scheduled to work, and who works, the 4th of July shall receive one-half day pay or compensatory time, at the employer's discretion, in addition to the equivalent time off granted pursuant to Subsection (a).

Section 10.3 - Eligibility Requirements

Only Employees who have been employed by the Employer for at least thirty (30) consecutive days, and who also have met the following conditions, shall be eligible for holiday pay:

- a. They worked their last scheduled work day prior to the holiday; and
- b. They worked their first scheduled day after the holiday; provided that proven disability on either such day shall not disqualify them from holiday pay.
- c. New Employees shall not be paid for any holiday which falls within the first thirty (30) days of their employment until they have completed six months of employment with the Employer, at which time the Employee shall be compensated for any holiday which fell within the first thirty (30) days of employment at the pay rate in effect when the holiday occurred.

Section 10.4 - Calendar Holiday on Scheduled Day Off

- a. In addition to their regular hourly wages or normal time off, due an Employee as holiday pay, Employees shall be paid at the rate of two (2) times their regular base rate of pay for hours actually worked, provided the holiday worked is in excess of a forty (40) hour week.
- b. A holiday, for this provision, is defined to be any actual calendar holiday or observed day of a calendar holiday.

ARTICLE XI
VACATIONS

Section 11.1 - Eligibility and Allowances

- a. Employees shall be granted an annual, paid vacation for the period specified below, based upon the following service requirements:

<u>Service Requirements</u>	<u>Vacation Period</u>
After 1 year of employment (Anniversary date)	2 weeks <small>(Of these two weeks, one week may be taken after six months of employment, and these vacation days may be taken pursuant to Section 11.3).</small>
After 5 years of employment (Anniversary date)	3 weeks
After 10 years of employment (Anniversary date)	4 weeks
After 15 years of employment (Anniversary date)	5 weeks

- b. Employees on unpaid leave of absence for more than 60 work days during a twelve (12) month calendar period shall have their vacation days reduced on a proportional, prorated basis at the rate of 1/12 of their benefit time for each month of unpaid leave. Prorated vacation time shall be rounded up in 4.0 hour increments.

Section 11.2 - Vacation Pay

- a. The rate of vacation pay shall be the Employee's regular base rate straight time pay, including shift differential.
- b. Employees shall receive their vacation pay on the regularly scheduled pay periods.
- c. The Employer and an individual Employee may agree to a vacation "buy back" on a no precedent/no prejudice basis.

Section 11.3 - Choice of Vacation Period

- a. Time off and vacation periods shall be selected by Employees according to their seniority.
- b. The Employer shall have the right to schedule vacations throughout the calendar year to maintain efficiency within the office.
- c. The Employer shall follow the seniority basis as far as practical.
- d. Vacation periods shall be taken each year and cannot be accumulated, except as mutually agreed to in writing by the Employer and Employee, to allow for emergency scheduling or to maintain efficiency in the office.
- e. After the schedule is posted, changes can only be made with approval of the Employer or his/her designee.
- f. Employees may take up to five (5) individual vacation days in a calendar year, 4 hours at a time.

Section 11.4 - Holidays During Vacation

- a. If a holiday occurs during the calendar week in which a vacation is taken by Employees, those Employees shall be allowed an additional vacation day for every holiday which occurs during their scheduled vacation period.
- b. The Employee may schedule said vacation days in accordance with the Employer's scheduling rights as described in Section 11.3 above.

Section 11.5 - Work During Vacation Period

- a. Any Employees who are requested to and do work during their vacation period shall be paid for regular hours at one and one-half (1 1/2) times their regular rate.
- b. In addition, the Employee's vacation may be rescheduled to any future period the Employee may request, in accordance with the Employee's scheduling rights as described in Section 11.3 above.
- c. By mutual agreement of the Employee and the Employer, an Employee shall be compensated for all or any portion of their accumulated vacation time rather than taking the time off. Employees shall receive their compensation on the pay period following the agreement unless the parties agree otherwise. If this option is selected, subsections (a) and (b) do not apply.

Section 11.6 - Vacation Rights in Case of Retirement

In order to use vacation prior to retirement, the Employee must notify the Employer at least three (3) months in advance of retirement so that all vacation time may be taken prior to retirement.

ARTICLE XII
SICK LEAVE

Section 12.1 - Non-Work Related Sick Leave

- a. An Employee, contracting or incurring any non-service connected illness or injury, which renders such Employee unable to perform the duties of his employment, shall receive Sick Leave, with pay, for a period not to exceed the number of such Employee's accrued Sick days; and further, an Employee shall be allowed to use accrued Sick Leave for the purpose of caring for an ill or injured member of the immediate family. The immediate family of the Employee or spouse shall include spouse, mother, father, child, sister, brother, grandparents, grandchildren, step-parents, step-children, legal guardian, or other persons currently residing in the immediate household.
- b. If an Employee, who claims Sick Leave pay, has been absent for three (3) consecutive working days, he/she shall furnish, at the Employer's request, proof of his illness or injury to the Employer.
- c. Recurring absences of more than one (1) absence of less than three (3) consecutive working days, without a doctor's certificate, shall be cause for loss of pay for those days, or may result in discharge.
- d. Employees shall be first eligible to use Sick Leave after they have completed six (6) months of employment with the Employer.
- e. Employees shall be allowed one (1) day of Sick Leave for each month of service.
- f. Employees shall start to earn Sick Leave, from their dates of hire, and they shall accumulate Sick Leave, as long as they are in the service of the Employer, to a maximum of two hundred forty (240) days.
- g. No Sick Leave or unpaid leave shall exceed six (6) months unless it is extended in writing by agreement, but in no case shall any such leave or unpaid leave exceed a total of one (1) year.
- h. An Employee on Sick Leave shall suffer no loss of seniority and shall continue to accumulate seniority.
- i. Records must be kept of accumulated Sick Leave and such records shall be made available to the Employee.

- j. Employees shall be compensated for one-half (1/2) of any accumulated Sick Leave, when they are permanently separated from employment, as a result of retirement or death:
 - (1) In the event of death, payment is to be made to the estate of Employees or their heirs.
 - (2) Tier I – To retire, a person must have twenty (20) years of service, or have attained age fifty-five (55), with at least eight (8) years of service.
 - (3) Tier II – To retire, a person must have twenty (20) years of service, or have attained age sixty-two (62), with at least ten (10) years of service.
 - (4) The amount of payment for all unused Sick Leave is to be calculated at the Employee's rate of pay in effect on the pay day immediately preceding the date of the Employee's permanent separation.
- k. In the event of resignation:
 - (1) Employees shall be paid two (2) days, for each year of service, not to exceed their accumulated Sick Leave balances.
 - (2) Any payment to Employees is to be calculated at their rates of pay in effect on the pay day immediately preceding the date of their resignation.
- l. An Employee who does not use any sick time during the full designated annual term (one year period) shall receive one additional personal day during the following annual term. The annual term is defined as the calendar year (January 1st – December 31st).

Section 12.2 - Work Related Sick Leave

- a. In all cases, when Employees are forced to be absent from work, by reason of injury or illness, arising out of the scope of their employment and covered by Workers' Compensation benefits, they shall be paid the difference between the amount of weekly Workers' Compensation benefits to which such Employees would be entitled and the Employee's full weekly salary, as of the day they last worked, for a period not to exceed sixty (60) weeks.
- b. In the event that the length of absence from work of the Employees does not qualify them for Workers' Compensation payments during the first three (3) days of their absence, then, in such case, they shall receive their full salary for this three (3) day period from the Employer, and such time lost shall not be charged to Sick Leave time.

ARTICLE XIII
LEAVE OF ABSENCE

Section 13.1 - Eligibility Requirements

- a. With the exception of Bereavement Leave and Jury Duty Leave, Employees shall be first eligible for leave of absence, after they have completed six (6) months of employment with the Employer.
- b. Notwithstanding any other provision herein to the contrary, the Employer has the exclusive right to determine whether and when any leaves of absence may be granted.

Section 13.2 - Application for Leave Without Pay

- a. Any request for a leave of absence shall be submitted in writing by Employees to the HR Director with a copy to their immediate Supervisor.
- b. The request shall state the reason the leave of absence is being requested and the approximate length of time off that the Employee desires.
- c. Employees may take an unpaid leave of absence from their employment if they secure written permission from the Employer.
- d. Authorization for a leave of absence must be in writing and must contain the signature of the Employer's authorized representative.
- e. Permission for unpaid leave of absence shall not be unreasonably withheld, but in no case shall a leave be granted for employment elsewhere except for work directly related to the operation of the Union. Any grievance filed by an Employee regarding the Circuit Clerk's decision on whether to grant or deny the requested leave of absence may only be advanced to Step 3 of the grievance procedure set forth in Article XVII of this Agreement and may not advance to arbitration.
- f. Any request for a leave of absence shall be answered promptly:
 1. A request for a short leave of absence (defined as a leave not exceeding a month) shall be answered within seven (7) days.
 2. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.
- g. Unpaid leaves of absences may be granted to Employees who have been on a continuous leave and have exhausted all benefit time and unpaid FMLA.
- h. No unpaid leave shall exceed six (6) months unless it is extended in writing by agreement, but in no case shall any such extended leave exceed a total of one (1) year.
- i. An Employee on unpaid leave shall not accumulate any seniority.

Section 13.3 - Bereavement Leave

- a. Employees may take Bereavement Leave, which shall not affect their seniority, for a necessary period of absence:
 - (1) In the event of the death of the spouse, civil union partner or child of the Employee, an Employee may take Bereavement Leave, for up to a maximum period of ten (10) days, five (5) days paid regardless of travel distance. Bereavement Leave under this section shall run concurrently with any bereavement leave the Employee may be entitled to under the Child Bereavement Leave Act. Such leave must be taken within thirty (30) days of the death of the immediate family member.
 - (2) Three (3) days, which may be extended to a maximum of five (5) days by the Employer, depending on the distance to travel, caused by a death in the immediate family of the Employee or Employee's spouse or civil union partner.
 - (3) One (1) day caused by a death in the extended family of the Employee, spouse or civil union partner.
- b. Requests for a Bereavement Leave shall be answered by the end of the shift on which the request is submitted.
- c. Employees shall be paid their regular base rate of pay for each working day while they are on Bereavement Leave.
- d. The immediate family shall include: spouse or civil union partner, mother, father, child, sister, brother, grandparents, grandchildren, step-parents, step-children, step-sister, step-brother, legal guardian, or other person currently a resident in the immediate household.
- e. The extended family of the Employee, spouse, or civil union partner shall include: step-grandparent, step-grandchild, son-in-law, and daughter-in-law.

Section 13.4 - Maternity Leave

- a. Employees shall be granted leaves of absence to cover periods of their pregnancy.
- b. The length of such leave shall not exceed six (6) months but may be renewed pursuant to Section 13.1 above.
- c. Seniority and continuous service shall be retained by and accumulate for the Employee during the first six (6) months of such leave.

- d. A pregnant Employee shall inform her immediate supervisor of her condition not later than three (3) months prior to her expected date of delivery, and shall present to her immediate supervisor a written statement, signed by her physician, stating the expected date of delivery.
- e. A pregnant Employee may continue her regular duties so long as her physician, upon request by the Employer, states in writing that she is able to perform her normal work assignments.
- f. An Employee who has been absent because of maternity leave may return to employment as soon as her physician advises the Employer, in writing, that she is then able to perform her normal work assignments.
- g. The Employer reserves the right to verify any physician's statement requested or presented under this Section through the use of a physician of its own choice (other than a doctor regularly employed by the County) and any such examination shall be paid for by the Employer.
- h. Sick Leave may be used to cover periods of disability occurring during or caused by pregnancy and condition thereof and accumulation of seniority during such periods shall be in accordance with Section 12.1h.
- i. For the first 2 months of maternity leave, the cost sharing of health insurance premiums shall continue in the same amounts as if the Employee were still an active Employee. In the event an Employee, who is on maternity leave and who is also on concurrent unpaid FMLA exhaust their FMLA while on maternity leave, the cost sharing of health premiums shall continue in the same amounts as if the Employee was still active duty for an additional two (2) month period, not to exceed the maternity leave period. This provision shall be applicable once during the course of a pregnancy.

Section 13.5 - Failure to Return From Leave

Failure to return from a leave of absence within five (5) days after the expiration date thereof, may be cause for discharge, unless within five (5) days of the expiration, the Employee presents evidence that it was impossible for the Employee to return to work on the day after the expiration date of the Employee's leave of absence.

Section 13.6 - Personal Leave Days

- a. An Employee may take four (4) days of personal leave each year after one year of service subject to the approval of the Circuit Clerk or her designee.
- b. After one (1) year of service, each Employee shall be eligible for four (4) days of Personal Leave to be used for the Employee's personal business during that calendar year.
- c. Personal Leave may be used for any purpose, except other employment.
- d. Except in cases of emergency, Employees planning to use a Personal Leave day shall submit their request at least one (1) working day in advance of intended use.
- e. When requested within the guidelines of advance notice, the requested personal business day shall be granted unless an emergency of an extreme nature would cause the cancellation of such day off.
- f. When an Employee is claiming an emergency situation in regard to use of a personal business day, the Employer has the right to inquire as to the nature of the emergency, although normally such inquiry would occur only when reasonable grounds exist to suggest abuse or if an operational emergency of an extreme nature exists.
- g. The Employee shall suffer no loss of pay for such leave.
- h. Personal Leave shall not accrue from year to year, except that Personal Leave, which is unused at the end of a calendar year, shall be added to Sick Leave so long as such addition does not exceed the maximum accumulation authorized.
- i. Employees on unpaid leave of absence for more than 60 work days during a twelve (12) month calendar period shall have their personal days reduced on a proportional, prorated basis at the rate of 1/12 of their benefit time for each month of unpaid leave. Prorated personal time shall be rounded up in 4.0 hour increments.

Section 13.7 - Jury Duty Leave

- a. Any Employee called for jury duty or subpoenaed by a legislative, judicial, or administrative tribunal shall be allowed time away from work with pay except in matters of non-work related personal litigation.
- b. Upon receiving the sum paid for jury service or witness fees, the Employee shall submit the warrant, or its equivalent, to the Employer, unless an Employee elects to fulfill such call or subpoena with accrued time off or personal leave, in which case the Employee shall retain the full amount received for such service.

- c. Employees called for reasons contained herein shall have such days considered as days worked for the purpose of scheduling, and shall be given commensurate days off from work on their next scheduled work day(s), for any days which they would otherwise not have worked.

Section 13.8 - Family and Medical Leave Act

The Employer shall comply with the Family and Medical Leave Act. Any paid leave used by an Employee shall not be deducted from the annual leave time provided by the Act. The annual FMLA period shall be a rolling year period.

An Employee who has available paid leave and is on FMLA leave shall be required to use paid leave time concurrently with FMLA leave except for one half of the accrued annual vacation allotment. This excepted vacation time may be used upon the Employees return to active employment. This Section is not to be interpreted so as to permit an Employee to carryover unused vacation at the conclusion of the calendar year.

ARTICLE XIV
OVERTIME

Section 14.1 - Rate of Pay

Time and one-half of the Employee's regular hourly rate of pay, or compensatory time off, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Section 14.2 - Compensatory Time Off

- a. If Compensatory time off is used as the method of paying Employees for overtime worked, the overtime rate of pay shall be one and one-half hours of compensatory time off for each hour of overtime worked.
- b. If compensatory time off is used, it shall be by mutual agreement, but the taking of the time shall be at the discretion of the Employer.
- c. Compensatory time may be accumulated to a total of no more than forty (40) hours and shall be taken at a mutually agreed upon time, but not later than twelve (12) months from the day of accrual. Comp time which is not taken within (12) twelve months shall be paid at the Employees current rate of pay.

Section 14.3 - Work at Employer's Option

- a. The Employer reserves the right to require any or all Employees to perform overtime work, if they are reasonably available to perform such work.
- b. Overtime hours shall be distributed as equally as possible to Employees working within the same classification, job title, or description of duties.
- c. Employees, in higher classifications, shall not be called out to perform work normally considered the duties of lower classifications unless there are not enough lower classified Employees to perform the work.
- d. All work performed in excess of eight (8) hours in any work day, shall be considered overtime, provided the Employee works or is compensated, per this Agreement, at least forty (40) hours a week.
- e. All work performed in excess of forty (40) hours in any work week shall be considered overtime, provided the Employee works or is compensated for forty (40) hours of work per week per this Agreement.
- f. All work performed before or after any scheduled work shift shall be considered overtime, provided the Employee works or is compensated, per this Agreement, for eight (8) hours of work a day and forty (40) hours of work per week.

- g. All work performed on Saturday and Sunday shall be considered overtime, except as noted below:
 - (i) The overtime rate specified above for Saturday work and for Sunday work shall not be paid to Employees for whom these days fall regularly within the first five (5) days of their work week. These Employees shall be paid time and one-half for all work performed on the sixth (6) day of their regular work week and time and one-half for all work performed on the seventh (7) day in their regular work week.
- h. Whenever the Employee is held over at the end of their shift all hours worked between 12:30 a.m. and 8:30 a.m. shall be paid at the rate of double the normal hourly rate.
- i. Employees who work Holiday Court shall receive a minimum of four (4) hours pay at the overtime rate of pay.

ARTICLE XV
WAGES AND BENEFITS

Section 15.1 - Employee Defined

- b. For the purpose of any non-wage, economic benefit, including the Group Insurance Program, payable per this Agreement, including seniority accrual, an Employee shall be defined as a person, whose regular duty week is at least forty (40) hours, including all daily work breaks, i.e., meal and rest periods.
- c. Persons, whose regular duty week is less than forty (40) hours, shall:
 - (1) Receive full benefits of the Group Insurance Program and contribute to the plan as follows:
 - (a) An Employee whose regular duty week is at least 30 hours shall, for purposes of contributions for the Group Insurance Program only, be treated as a full-time Employee and contribute the same rates as an Employee whose regular duty week is at least forty (40) hours; or
 - (b) An Employee whose regular duty week is less than thirty (30) hours shall, for purposes of contributions for the Group Insurance Program only, contribute a sum equal to $[(40 - \{\text{scheduled hours}\}) / 40] \times$ applicable county premium.
 - (2) Be entitled to the aforesaid benefits, *except* for the Group Insurance Program, on a proportional, prorated basis, i.e.:
$$\frac{40 \text{ hours}}{100\%} = \frac{\text{Lesser Hours}}{x\%}$$
 - (3) Have their related costs and benefits calculated semi-annually.
 - (c) Excluded, from any and all non-wage, economic benefits of this Agreement, are those seasonal or temporary Employees, provisionally hired for a specified period, part-year, whether full-time or part-time, i.e., summer work, special projects or work-load relief, etc.

Section 15.2 - Wage Schedule

Employees shall be compensated in accordance with Appendix B, which is attached hereto and made a part hereof, and in accordance with the budget adopted by the Will County Board, authorizing the payment of such compensation. No new Employee shall start at a pay grade and step which is higher than a current Employee with the same job duties in the Agency.

Section 15.3 – Longevity

Employees on the County payroll as of January 31, 1998, shall continue to participate in the Schedule A longevity plan unless they become eligible for the Schedule B Plan, in which case they shall participate in the Schedule B Plan. No Employee may participate in both plans. Employees hired on or after February 1, 1998, are not eligible for the Schedule A Plan.

A. Schedule A Plan

- a) Longevity shall be computed from the date Employees began their initial, regular employment by the Employer, but shall be computed only on the time that the Employee was in actual service for the Employer, providing not more than five (5) years have elapsed, since the last regular employment with the Employer.
- b) Anyone returning after a lapse of employment, for a period of five (5) years, shall be treated as a new Employee.
- c) Employees shall be compensated, on the wage schedule, at the rate of \$2.00 per month, for each year of actual service after three (3) years of actual service, to a maximum of twenty (20) years of actual service.
- d) Changes and rate of longevity pay shall be made on December 1st and June 1st of each year.

B. Schedule B Plan

- a) Effective December 1, 2017, Employees, who are in the top step of a position range in the wage schedule for one (1) year, shall, at the beginning of the second year, receive a longevity payment of \$200 per month.
- b) Employees with at least ten (10) years' of service with the County, and who receive longevity, shall not suffer a loss in longevity should they move in any way to another job/classification.

Section 15.4 - Call Time

Any Employees called back to work outside of their regular shift, shall be paid for a minimum of three (3) hours.

Section 15.5 – Group Insurance

- a. The Employer shall provide a Group Insurance Program, which shall include the following:
 1. Comprehensive medical coverage, either through a health maintenance organization (HMO), or an indemnity/PPO (preferred provider organization), or for active Employees only, an IRS qualified high-deductible health plan (HDHP) with a Health Savings Account (HSA), including:
 - a. Hospitalization and physician
 - b. Eye/vision care
 - c. Prescription drugs
 - d. Dental coverage

For each Employee participating in the HSA the County will contribute \$1,350.00 to the HSA for the individual and \$2,700.00 to the HSA for family. The County's contribution will be dispersed quarterly in four equal amounts (\$337.50/individual or \$675/family) in the first pay period of each calendar year quarter.

Dental Service Maximum Allowable Limit: Will be increased by additional \$175 for the term of the agreement for in and out of network. Dental Implants are covered und the schedule of benefits at maximum allowable.

2. Short term disability income (Employee only):
 - a. \$225.00 per week, not to exceed four (4) weeks; and which
 - b. Shall not be effective until an eligible Employee has exhausted all accrued Sick Leave.
 3. Term life coverage (Employee only).
- b. The coverage and conditions provided by the Employer's Group Insurance Program shall be set forth in the County Health Plan, adopted March 1, 2018.
 - c. Eligibility for the Employer's Group Insurance Program extends equally to both Employees and their legal dependents, except as noted above.
 - d. To participate in the Employer's Group Insurance Plan, the Employee must:
 1. Make application, as directed or required by the Employer; and
 2. Pay the share of the monthly premium rates established by the Insurer.

e. Cost-sharing of the monthly premiums shall be:

1. Comprehensive medical and dental coverage:

1.1 The Employee shall contribute to the cost of the Medical (PPO & HMO) and Dental plans by making a contribution each pay period based on a percentage of premium as follows:

- (a) Employees will pay a percentage of premiums. The percentage of premium paid is determined by where the Employee falls in the four (4) salary bands set forth in Exhibit A. The Employees' premium contribution rates will be adjusted to ensure that the aggregate percentage contributions set forth below are reached.
 - (i) For plan year 2017, the premium amounts and percentages of premium paid by Employees in each of the four (4) salary bands shall be based on an aggregate Employee contribution of 10%.
 - (ii) For plan year 2018, the premium amounts and percentages of premium paid by Employees in each of the four (4) salary bands shall be based on an aggregate Employee contribution of 11%. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.
 - (iii) For plan year 2019, the premium amounts and percentages of premium paid by Employees in each of the four (4) salary bands shall be based on an aggregate Employee contribution of 12%. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.

- (iv) For plan year 2020, the premium amounts and percentages of premium paid by Employees in each of the four (4) salary bands shall be based on an aggregate Employee contribution of 13%. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.
- (v) For plan year 2021, the premium amounts and percentages of premium paid by Employees in each of the four (4) salary bands shall be based on an aggregate Employee contribution of 15%. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.

1.2 The Employee shall contribute to the cost of the HSA Medical Plan by making a contribution each pay period based on a percentage of premium as follows:

- (a) Employees will pay a percentage of premiums. The percentage of premium paid is determined by where the Employee falls in the four (4) salary bands. The Employees' premium contribution rates will be adjusted to ensure that the aggregate percentage contributions set forth below are reached.
- (b) For plan years 2018 through 2021, the premium amounts and percentages of premium paid by Employees in each of the four (4) salary bands shall be based on an aggregate Employee contribution of 9.2%. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it

experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.

2. Salary Bands:

2.1 The four (4) Salary Bands shall be adjusted annually as follows:

(a) Effective January 1, 2018, the salary bands for premium contributions shall be as follows:

1. (Less Than \$31,000); 2. (\$31,000 - \$51,499); 3. (\$51,500 - \$77,000); 4. (Over \$77,000)

(b) Effective January 1, 2019, the salary bands for premium contributions shall each increase by \$500.

(c) Effective January 1, 2020, the salary bands for premium contributions shall each increase by \$500.

(d) Effective January 1, 2021, the salary bands for premium contributions shall each increase by \$500.

3. Term life coverage:

(a) The Employer shall pay all related premiums for the Employee.

(b) This coverage is not available to dependents.

4. Premium amounts shall be calculated annually, pursuant to COBRA based requirements.

f. The Employer and the Union shall establish an Insurance Committee to meet and discuss, as appropriate or required, matters related to this Section.

g. The plan design will be as set forth on attached Exhibit A.

h. The Employer shall establish an IRS approved pre-tax contribution plan to be used for the Employee's portion of the premium for the group insurance plan.

i. An Employee who is on approved short term disability or an approved IMRF temporary disability shall be treated as an active Employee for purposes of their insurance contributions, which shall be computed as of their most recent active duty salary rate.

j. Effective with the 2014 plan year, the Employer will implement a Wellness Program as set forth in Exhibit B.

Section 15.6 - Individual Insurance

- a. The Employer shall continue to make available:
 - (1) Permanent (Whole) Life Insurance/Annuity programs; and
 - (2) Cancer and Intensive Care Insurance programs.
- b. Eligibility, benefits, and extent of coverage provided shall be as determined by the Insurer.
- c. To participate in these programs, the Employee must:
 - (1) Make application, through the Employer, as directed or required by the Insurer; and
 - (2) Pay one hundred percent (100%) of all related premiums.

Section 15.7 - Mandated Insurance

In accordance with law, the following insurance coverage is also provided to Employees:

- a. Paid by the Employer:
 - (1) Tort Immunity
 - (2) Unemployment Compensation
 - (3) Worker's Compensation
- b. Paid jointly by the Employer and the Employee:
 - (1) Illinois Municipal Retirement Fund (IMRF) disability coverage.
 - (2) Social Security (FICA) disability coverage and retirement health and hospitalization coverage.

Section 15.8 - Payroll Deductions

The premium amount(s) for the Employee's share of insurance coverage(s) provided shall be made in equal deductions each pay day.

Section 15.9 - Unpaid Leave Status Employees

- a. Employees on any unpaid leave of absence, approved by the Employer, may elect to continue their insurance coverage, including coverage of their legal dependents, by notifying the Employer and paying the total insurance premium due each month, in the manner directed by the Employer.
- b. The benefits and protections of such insurance shall be equal to those received by Employees who are in a paid status.

Section 15.10 - Retired Employees and Legal Dependents

- a. The Employer shall allow all retiring Employees and their legal dependents to continue to participate in the Employer's Group Medical Insurance Program, except for Short-term Disability Income coverage, until such time as the Retiree is eligible for Social Security MEDICARE benefits.
- b. A Retiree is a former Employee, who is collecting an annuity from the Illinois Municipal Retirement Fund (IMRF).
- c. The benefits of the insurance coverage provided to Retirees and their legal dependents shall be the same as that provided to Employees and their legal dependents.
- d. Retired Employees and Legal Dependents: For Retirees, who retire from the service of Will County and who at the time of retirement have eight (8) years of continuous service with Will County for those who are eligible for Tier 1 and ten (10) years of continuous service with Will County for those who are eligible for Tier 2, and are participants in the plan at the time of retirement, the cost-sharing of monthly premiums shall be as follows:
 - (1) The Employer shall pay all related premiums for the Retiree's coverage.
 - (2) The Retiree shall pay all related premiums for Dependent coverage, which shall be equal to the Family premium, minus the Single premium.
 - (3) Premium amounts shall be calculated annually, pursuant to COBRA-based requirements.

Section 15.11 - Surviving Legal Dependents

The surviving legal dependents of individuals who were active or retired Employees at the time of their death, shall be allowed to remain within the Employer's Medical Insurance program, at their own expense, and the related premiums shall be paid in the manner prescribed by the Employer.

In the case of surviving spouses, participation shall terminate:

- (1) In the event of remarriage; or
- (2) At such time as eligibility for Social Security MEDICARE benefits occurs.

Section 15.12 - Employee Development

- a. General: The intent of this program is to expand the competence, knowledge, skills and abilities of Employees, in order to enhance their effectiveness and efficiency and, thereby, improve their present duty performance, as well as promote their potential and preparedness for organizational advancement.
- b. Basis of Participation:
 - (1) Must be job-related;
 - (2) Requested by the Employee, to be taken off-duty;
 - (3) Restricted by established appropriation limitations, budgetary constraints, and operational considerations and requirements;
 - (4) Must be approved, in advance, by the Employer;
 - (5) Attendance must be verified;
 - (6) Receipts are required for reimbursement to the established maximum allowed;
 - (7) Allowed for individual credit or non-credit courses and seminars, as well as degree completion programs;
 - (8) Must not interfere with performances of the Employee's assigned duties;
 - (9) Authorized solely at the discretion of the Employer;
 - (10) Employees shall be reimbursed, upon completion of each individual class, course or seminar, as certified by a grade, certificate or written notification by the program sponsor.
- c. Allowed Expense Reimbursement:
 - (1) Tuition
 - (2) Fees
 - (3) Equipment
 - (4) Books

d. Percentage Reimbursement Basis:

<u>Amount</u>	<u>Grade Eval.</u>	=	<u>GPA/QPI</u>	<u>Pass/Fail</u>
100%	A/94-100		4	NA
75%	B/87-93		3	NA
50%	C/80-86		2	PASS
25%	D/73-79		1	NA
0%	Other		0	NA

e. Employees who fail to maintain the standard Grade/Evaluation and Grade Point Average/Quality Point Index indicated below shall be ineligible to request further participation in this program until after they achieve such standard, entirely at their expense:

- (1) Undergraduate Programs:
 - (a) Grade/Evaluation: C/80-86
 - (b) GPA/QPI: 2
- (2) Graduate Programs:
 - (a) Grade/Evaluation: B/87-93
 - (b) GPA/QPI: 3

f. Employees participating in degree completion programs shall:

- (1) Only be eligible for expense reimbursement for those courses which the Employer deems to be job-related.
- (2) Incur a service obligation to the Employer upon receipt of the related degree, based on the extent of involvement:
 - (a) Reimbursed degree credits, divided by total degree credits, equals the extent of obligation percentage.
 - (b) Extent of obligation percentage, multiplied by the following, equals the service obligation incurred:
 1. Undergraduate degrees:
 - (a) Associate's: 18 months
 - (b) Associate's to Bachelor's: 18 months
 - (c) Four (4) Year Bachelor's: 36 months
 2. Graduate (Master's) Degree: 24 months
- (3) Be unable to advance to another degree-completion program until any existing service obligation has been fulfilled.

- (4) Be released from any incurred obligation, in the event of termination or, if laid off, the obligation shall be suspended, pending recall.
- (5) Be able to obtain release from their incurred service obligation, by repaying the Employer an amount equal, to the total reimbursement received, multiplied by the unfulfilled service obligation percentage.

ARTICLE XVI
DISCIPLINE AND DISCHARGE

Section 16.1 – Definition

- a. The Employer agrees with the tenets of progressive and corrective discipline.
- b. Disciplinary action or measures shall include only the following:
 - (1) Oral reprimands;
 - (2) Written reprimands:
 - (a) Initial Warnings,
 - (b) Final Warnings;
 - (3) Suspension (notice to be given in writing); and
 - (4) Discharge (notice to be given in writing).
- c. Disciplinary action may be imposed upon an Employee only for just cause.
- d. Disciplinary action shall be of two (2) types, either formal or informal:
 - (1) Formal disciplinary action shall:
 - (a) Be in writing, with copies provided to Employees and placed in their official personnel file, as a matter of record, maintained by the Employer.
 - (b) Be subject to appeal and review via established grievance procedures as damaging to the Employee's employment history.
 - (c) Include only written reprimands, suspensions, and notices of discharge.
 - (2) Informal disciplinary action shall:
 - (a) Be oral in nature with no record of any such individual action being placed in an Employee's official personnel file, maintained by the Employer.
 - (b) Not be subject to appeal and review via established grievance procedures, since the Employees shall have suffered no loss for which they could be made whole
 - (c) Include items such as oral reprimands or warnings and on-the-spot corrections or corrective counseling.

If an accumulation of infractions which have been the subject of informal disciplinary action, become the basis for formal disciplinary action, any incident so cited by the Employer, shall be subject to grievance procedures.

Section 16.2 - Manner of Discipline

If the Employer has reason to discipline an Employee, it shall normally be done in a manner that shall not embarrass the Employee before other Employees or the public and shall be done in a timely fashion. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline, and has had a reasonable period of time to investigate the matter.

Section 16.3 - Suspension Pending Discharge

The Employer may suspend an Employee for up to thirty (30) calendar days, pending a decision as to whether or not charges for discharge shall be filed against an Employee. If the Employee is not discharged, or if the Employee receives discipline less severe than the unpaid suspension time served pending discharge, the Employee shall be reimbursed for any resulting difference in base pay between the loss of pay for the unpaid suspension period and the actual discipline imposed.

Section 16.4 - Pre-disciplinary Meeting

- a. Prior to notifying the Employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the Employee involved and his Union representative and inform him of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents.
- b. The Employer and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.
- c. Pre-disciplinary meetings shall only be required when formal disciplinary action is contemplated.

Section 16.5 - Notification and Measure of Disciplinary Action

- a. In the event disciplinary action is taken against an Employee, other than the issuance of an oral warning, the Employer shall promptly furnish the Employee and the Union, in writing, with a clear and concise statement of the reasons therefore
- b. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.
- c. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.
- d. Employees shall be entitled to the presence of a grievance representative at an investigatory interview, if they request one, and if they have reasonable grounds to believe that the interview may be used to support disciplinary action against them.
- e. Nothing in this Section shall prevent the Employer from relieving Employees from duty in accordance with its practice, except that the Employee shall not lose any wages because of such release.

Section 16.6 - Record of Discipline

Any record of disciplinary action shall not be used for progressive disciplinary purposes, if;

- a. From the date of the last written reprimand twelve (12) months have passed; and/or
- b. From the date of the last suspension eighteen (18) months have passed.
- c. For discipline issued after the date of adoption of this Agreement by both parties, the time limitations set forth in paragraphs a. and b., immediately above, shall not apply to discipline related to Employee workplace violence, sexual harassment, or violations of the Circuit Clerk's Drug and Alcohol Policy due to the use of prohibited drugs as set forth in Section 20.12.1 (a) of the Agreement.

Section 16.7 - Polygraph

Employees shall not be required to take a polygraph examination as a condition of retaining employment with the Employer, nor shall they be subject to disciplinary action for refusal to take such.

ARTICLE XVII
SETTLEMENT OF GRIEVANCES

Section 17.1 - Grievance Definition

- a. A grievance shall be considered a dispute between the Employer and the Union and/or any Employee(s) regarding the application, meaning or interpretation of this Agreement, or out of conditions concerning wages, hours and all conditions of employment.
- b. Grievances may be processed by an Employee or the Union on behalf of an Employee or on behalf of a group of Employees or itself.
- c. Either party may have the grievant present at any Step of the grievance procedure.
- d. The resolution of a grievance filed on behalf of a group of Employees shall be made applicable to the appropriate Employees within that group.
- e. Informal disciplinary actions and probationary status decisions shall not be subject to these grievance procedures.

Section 17.2 - Grievance Steps

Grievances shall be settled in accordance with the following procedures:

- a. Step 1. Immediate Supervisor
 - (1) Any Employee, with or without the Union, shall submit the grievance in writing to the Employee's immediate supervisor who is outside the bargaining unit.
 - (2) The written grievance shall contain a statement of the grievant's complaint, citing the specific Section claimed to be violated by the Supervisor and/or Employer, specifics of the violation, and the relief sought. The written grievance shall be signed and dated by the grievant(s).
 - (3) All grievances must be presented not later than ten (10) working days from the date the grievant(s) became aware of the occurrence giving rise to the complaint.
 - (4) The immediate supervisor shall render a written response to the grievance within five (5) working days after the grievance is presented.

b. Step 2 - Director of Human Resources

- (1) In the event the grievance is not resolved at Step 1, it may be presented by the Union, in writing, to the Director of Human Resources within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earlier.
- (2) Within five (5) working days after the grievance is presented to Step 2, the Director of Human Resources shall discuss the grievance with the Union.
- (3) The Director of Human Resources shall render a written answer to the grievance within five (5) working days after such discussion is held, and shall provide a copy of the answer to the Union.

c. Step 3 - Circuit Clerk

- (1) If the grievance is not resolved at Step 2, the Union Grievance Committee may present the grievance to the Circuit Clerk within ten (10) working days from the Director of Human Resource's response, or the date the response was due, whichever is earlier.
- (2) Within ten (10) working days of receipt of the written grievance, the parties shall meet and hold discussion in an attempt to resolve the grievance, unless the parties mutually agree otherwise.
- (3) The Circuit Clerk shall give the written response to the Union within ten (10) working days following the meeting between the parties.

d. Step 4 - Arbitration

- (1) If the grievance is not settled at Step 3, the Union Grievance Committee may submit the grievance to binding arbitration, by giving written notice to the Circuit Clerk of intent to arbitrate, within fifteen (15) working days from receipt of the written response of the Circuit Clerk at Step 3. In no case shall arbitration be filed more than six (6) months after receipt of the written response at Step 3.
- (2) The Arbitrator shall be selected in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS) from a list provided by FMCS for that purpose.
- (3) Arbitration shall be conducted in accordance with the rules and regulations of FMCS.
- (4) The Arbitrator shall have no authority to add to, subtract from or change any of the terms of the Agreement.

- (5) The costs of arbitration shall be shared equally by the Union and the Employer, and the Arbitrator shall have no authority to otherwise assess costs.
- (6) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to respond, in writing, within thirty (30) days after the conclusion of the hearing(s) as to the finding(s) and/or award(s).

Section 17.3 - Timeliness

- a. When a grievance is not processed to the next Step within the required period of time the grievance shall be considered withdrawn.
- d. When an answer is not received to a grievance within the required period of time the grievance shall be considered automatically moved to the next Step.
- c. The time limits may be extended by written agreement of the parties' authorized representatives.

Section 17.4 – Meetings

Negotiating or meeting in the grievance procedure involving representatives of the Employer and representatives of the Union shall be held during working hours on the Employer's premises and without loss of pay.

Section 17.5 - Free Association

- a. Nothing contained in this Article shall limit the right of any Employees, as individuals, to discuss any matter with their Supervisor.
- b. If the Union representative becomes involved in this discussion, it should be brought to the attention of the Employer or their designated representative during working hours providing the results are consistent with the terms of the Agreement.

Section 17.6 - Advance Step Filing

Grievances concerning suspensions or discharges, or grievances brought pursuant to Article XIX, Occupational Health and Safety, may be initiated at Step 2 of the grievance procedure.

ARTICLE XVIII
STRIKES AND LOCKOUTS

Section 18.1 - Lockouts

No lockout of Employees shall be instituted by the Employer during the term of this Agreement.

Section 18.2 - Strikes, Work Stoppage and Work Slow Downs

The Union shall not call, authorize, ratify or engage in, nor shall any member of the Union take part in any strike, work stoppage, or work slow-down on the Employer's premises.

The Union and the Employees further agree that they shall not picket in any manner which would tend to disrupt the operations of the Employer.

Section 18.3 - Sanctions for Breach

The Employer shall have the right to discipline any Employee who instigates, participates in or affords leadership to an unauthorized strike, work stoppage or work slow-down, in violation of this Agreement.

Such disciplinary action may include discharge.

ARTICLE XIX
OCCUPATIONAL HEALTH AND SAFETY

Section 19.1 - Equipment Usage

No Employee shall be required to use any equipment which is defective or unsafe pursuant to applicable federal, state, or local laws or regulations.

Section 19.2 - Working Conditions

No Employee shall be required to work in unsafe or unhealthy conditions which violate applicable federal, state, or local laws or regulations.

Section 19.3 - Safety and Health

Both parties to this Agreement will cooperate in the enforcement of health and safety rules and regulations.

Should Employees complain that their work for the Employer requires them to be in an unsafe or unhealthy situation, in violation of this Article, the matter shall be reviewed immediately by the Employer or an authorized representative.

If the matter is not adjusted satisfactorily, the complaint may be processed according to the Grievance Procedure of this Agreement beginning at Step 2.

The parties to this Agreement shall establish a Joint Safety Committee, consisting of representatives of the Union and the appropriate Agency Head, for the purposes of promulgating a written safety code.

Both parties agree to enforce such code.

Notwithstanding the provisions of this Section, the Employer retains the right to promulgate and enforce health and safety rules and regulations, in the absence of a jointly-agreed upon Health and Safety Code.

Section 19.4 - Communicable Diseases and Blood Borne Pathogens

Any Employee acting in the Employee's official duties who is exposed to a person suffering with a communicable disease shall have the option to obtain, at the Employer's expense, any immunization, preventative or curative medication to counteract any chance of becoming afflicted with that communicable disease.

The Employer shall comply with the applicable law relating to blood borne pathogens.

Section 19.5 - Savings Clause

The parties agree that if any of the provisions or application of the current federal, state, or local laws or regulations are amended, modified, or declared invalid by any court action or by reason of any existing or subsequently enacted legislation or by executive order, the Union may notify the Employer of its intent to reopen this Article of the Agreement. Upon such notification, the parties agree to meet and negotiate over Article XIX.

Section 19.6 - Video Display Terminals

The Employer and the Union will attempt to keep current with industry recognized studies and reports on the effects, if any, of video display terminals on the health and safety of the operators. The parties also agree to summarize any such relevant findings and disseminate them to users.

ARTICLE XX
GENERAL PROVISIONS

Section 20.1 - Pledge Against Discrimination and Coercion

- a. The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit, without discrimination, as established by the laws and customs of the State of Illinois and the United States of America.
- b. The Union shall share equally with the Employer the responsibility for applying this Section of this Agreement.
- c. The Employer agrees not to interfere with the rights of Employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representatives, against any Employee because of Union membership or because of any Employee activity in an official capacity on behalf of the Union, or for any other cause.
- d. The parties acknowledge that sexual harassment is a form of unlawful sex discrimination which is not to be condoned and is, therefore, a grievable matter, which may be initially filed with the Supervisor (at that Step of the Grievance Procedure) having authority over the person(s) alleged to have engaged in such conduct.
- e. In accordance with the Illinois Public Employees' Labor Relations Act (IPELRA), as amended, the Employer understands and accepts the right of the Union to solicit membership during non-work times and in non-work areas or places.

Section 20.2 - Employee Review

- a. Employees shall have the right, upon request, to review the contents of their personnel files and working files.
- b. Reasonable requests by the Employee to copy documents in the file shall be honored.
- c. Requests to review personnel files shall be granted, no later than three (3) working days, following the day of request.
- d. With the written permission of the Employee, authorized Union representatives shall have the right to review and copy Employee files.
- e. Social Security Numbers contained in the files will be redacted to reflect only the last four digits.

Section 20.3 - Intent

- a. It is the specific intent of this Agreement that it shall be binding on the parties, only to the extent provided by law.
- b. It is further agreed by the parties hereto that, to the extent permitted by law, they are the only parties bound by this Agreement, even though the term “Employer”, as used in this Agreement, in some instances means an elected or appointed public official.
- c. The parties further recognize that many of the Employees covered by this Agreement are actually employed by elected officials or appointed public officials, and that nothing in this Agreement shall limit the rights of said elected public officials to carry out the duties of their offices.

Section 20.4 - Damage to Personal Property

- a. An Employee’s eyeglasses, watch, clothing, or any other personal property carried by an on-duty Employee, which is required for the performance of the Employee’s duties, and which is damaged or destroyed by a third party non-Employee, through no fault of the Employee, shall be repaired or replaced by the Employer at a reasonable value, not to exceed a total of \$200.00 per year. In the event the Employee receives restitution or other reimbursement, the amount expended by the Employer shall be reimbursed by the Employee to the extent of the restitution or reimbursement received. The Employer shall provide an area, which is generally not accessible to the public, for the storage of Employees’ outerwear.
- b. To be eligible for reimbursement the Employee shall report the incident, in writing, to the Employee’s immediate supervisor at or before the end of the work shift on which the incident occurred.

Section 20.5 - Required Physical Examinations

- a. The Employer shall bear the cost of job required physical examinations by either providing a physician or reimbursing the Employee for any expenses incurred.
- b. Upon presentation of proper receipts, the Employee shall receive reimbursement of the initial physical upon successful completion of the Employee’s probationary period.

Section 20.6 - Mileage Reimbursement

Employees who are required to use their personal vehicles in the course of their employment duties shall be compensated per mile of use at the IRS rate.

Section 20.7 - Labor Management Meeting

- a. The Employer and the Union shall conduct a labor management meeting for the Circuit Clerk's office no less than once each calendar quarter.
- b. The time and place for such meetings shall be by mutual agreement.
- c. Each party shall submit an agenda to the other party at least seven (7) calendar days prior to the meeting. Discussion will be limited to the specific agenda items unless otherwise agreed by the parties.
- d. Each party shall be limited to three (3) representatives, unless otherwise agreed.
- e. The purpose of the labor-management meeting will be to:
 - (1) Discuss the administration of the Agreement;
 - (2) Exchange general information of interest to the parties;
 - (3) Give representatives an opportunity to make suggestions on subjects of interest to the parties.
- f. Unless otherwise specifically agreed by the parties in writing, labor-management meetings shall not be used for the purpose of discussing grievances or for bargaining. Unless otherwise specifically agreed by the parties in writing, the parties specifically agree that the results of any labor-management meeting are not to be considered as bargaining agreements.

Section 20.8 - Indemnification

The Circuit Clerk shall hold Employees harmless from and pay for damages or money which may be adjudged, assessed or otherwise levied in a cause of action brought against any Employee, other than for punitive damages, for injury or loss sustained as a result of Employee activities occurring within the scope of his/her employment so long as the Employee is acting properly and within the scope of his/her employment. This indemnification provision shall not expand any Employee rights or obligations established by law. For indemnification to occur, the Employee must immediately notify the Circuit Clerk of the filing of a cause of action following proper service by providing the Will County State's Attorney a copy of the suit.

Section 20.9 - Printing of the Agreement

The Employer shall cause the Agreement to be duplicated and shall, during the term of the Agreement, make one copy available to each bargaining unit Employee. The Employer shall also provide ten (10) copies of the Agreement to the Union.

Section 20.10 – Welfare to Work

Prior to the Employer commencing participation in a federal or state sponsored welfare to work program, the Employer shall provide the Union with a forty-five (45) day notice of its participation in said program. The Employer shall provide the Union with the following information on the participants of said program: a) the work location; b) hours of work; c) nature of work; d) the anticipated duration of the assignment. The Employer and the Union shall comply with all state and federal laws and regulations regarding any welfare to work program in which the Employer participates.

Section 20.11 - Bilingual Pay

The Circuit Clerk, in her sole discretion, may designate her Employees to officially use bilingual skills in the Circuit Clerk's office or throughout the courts. The Circuit Clerk in her sole discretion shall determine the selection and continued service of individuals to serve in such capacity. Employees so designated shall receive additional compensation of \$60.00 per month for each full month in which they act in such capacity. The Employee will be required to serve one year after certification. The Employee can opt out by giving a 45-day written notice. The County Executive shall determine the qualifications of each designated Employee.

Section 20.12(1) - Drug Testing Policy

It is the policy of the County of Will and the Will County Circuit Clerks Office that all County/Circuit Clerk Employees be free from alcohol and illegal drugs in order to ensure that Employees can perform their duties without endangering themselves, co-workers or the public. County/Circuit Clerk Employees are expected to be drug and alcohol free at all times that they are in the workplace.

- a. The parties agree that Employees of this bargaining unit shall be subject to random alcohol and drug testing.

Section 20.12(2) - Prohibitions

No Employee shall:

- a) Report for duty or remain on duty while having an alcohol concentration of 0.04 or greater;
- b) Be on duty or operate a motor vehicle on duty while the Employee possesses alcohol, unless the alcohol is manifested and transported as part of a shipment;
- c) Use alcohol while on duty;
- d) Refuse to submit to a post-accident, random, or reasonable suspicion alcohol or prohibited drug test, when required to do so under the terms of this policy;

- e) Report for duty or remain on duty when the Employee has used any prohibited drugs, which are identified as 1) marijuana metabolites; 2) cocaine metabolites; 3) amphetamines; 4) opiate metabolites; 5) phencyclidine (PCP), except when the use is pursuant to the instruction of a physician who had advised the Employee that the drug does not adversely affect the Employee's ability to safely perform their job duties; or
- f) Report for duty or remain on duty if the Employee has tested positive for a prohibited drug;
- g) If required to take a post-accident alcohol test, use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first;

A refusal to be tested includes an Employee's refusal to sign the certification in Step 2 on the Breath Alcohol Test Form; refusal to blow an adequate amount of breath for an alcohol breath test, so long as the refusal is not medically related as determined by a physician; the failure of an Employee subject to post-accident testing to make himself readily available; and a refusal to otherwise cooperate with the testing process in a way that prevents the completion of the test.

Section 20.12(3) - Drug Testing Procedures

- a) Employer has the right to subject an Employee to drug and/or alcohol testing when the Employee is involved in a motor vehicle accident while on duty. The County shall apply the testing procedures found in Section 3B of the Will County Controlled Substance and Alcohol Testing Policy to any Employee who is involved in any motor vehicle accident while on duty.
- b) Employer has the right to subject an Employee to drug and alcohol testing when the Employer has reasonable suspicion to believe that the Employee has reported to work under the influence or is at work under the influence of drugs or alcohol. The County shall apply the testing procedures found in Section 3D of the Will County Controlled Substance and Alcohol Testing Policy to any reasonable suspicion testing.
- c) Testing shall proceed under the provisions of Section 7, Testing Procedures, of the Will County Controlled Substance and Alcohol Testing Policy.

Section 20.12(4) - Discipline

- a) The Employer retains the right to impose discipline for violations of its drug and alcohol policy. This section is subject to the grievance procedure of this Agreement.
- b) No disciplinary action may be taken against Employees who voluntarily identify themselves as drug or alcohol users prior to any incident which may require a drug or alcohol testing notice to be issued, obtain counseling and rehabilitation through the County's Employee Assistance Program, and thereafter refrain from violating the County's policy on alcohol and drug use.

Section 20.12(5) – Union Indemnification

The Employer agrees to hold Union harmless in any litigation that arises out of the employer's activities in carrying out the drug testing program.

ARTICLE XXI
AUTHORITY OF THE AGREEMENT

Section 21.1 - Guarantee of Terms

This Agreement shall be immediately submitted for ratification by the parties, with subsequent adoption and signatures to occur in accordance with their practices.

Section 21.2 - Invalidations and Savings

If any provisions of this Agreement, or the application of any such provision, should be rendered or declared invalid by any Court action, or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect, and the subject matter of such invalid provision shall be open to immediate negotiations.

Section 21.3 - Term and Effect

- a. This Agreement shall be effective upon its execution by the parties and shall remain in full force and effect until the 30th day of November, 2021.
- b. This Agreement shall be automatically renewed, from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.
- e. Should either party so notify the other, negotiations shall begin at least sixty (60) days prior to the anniversary date.
- f. This Agreement shall remain in full force and effect, during the period of negotiations and until notice of termination of this Agreement is provided by one party to the other, in the manner set forth below.
- g. In the event that either party desires to terminate this Agreement, written notice must be given to the other party at least ten (10) days prior to the desired termination date, which shall not occur before the anniversary date set forth above.

Section 21.4 - Supersession

This Agreement terminates the prior Agreement of the parties.

APPENDIX A
BARGAINING UNIT RELATIONSHIPS

To Individual Employer:

Circuit Court Clerk

To Bargaining Unit Employees:

Assigned to the following occupational titles and job classifications:
Deputy Clerk

APPENDIX B
WAGE SCHEDULE

Wages shall be in accordance with the wage schedules set forth herein.

All Employees shall have a wage anniversary date of June 1 of each year. New hires, hired after December 31 of any year, shall not advance step until June 1 of the calendar year following their year of hire.

1. Modify wage scale to reflect the following across-the-board increases as follows:
 - a. Effective September 1, 2017 1.0%
 - b. Effective December 1, 2017 2.0%
 - c. Effective December 1, 2018 2.0%
 - d. Effective December 1, 2019 2.0%
 - e. Effective December 1, 2020 3.0%
 - f. Bargaining unit members actively employed at the time of ratification/adoption of this Agreement by both parties shall receive a one-time lump sum payment in the gross amount of \$500 as soon as administratively feasible, but no later than December 1, 2017.

Step Movement

Step movement occurs on June 1st of each year.

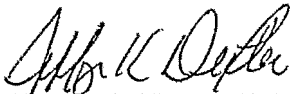
APPENDIX C
POSITION RANGES

June 1, 2018 – November 30, 2021		2018	2019	2020	2021
Division I:	Records Management -	A-4 – D-5	A-4 – D-5	A-4 – D-5	A-4 – D-5
	Case Processing -	A-5 – D-5	A-5 – D-5	A-5 – D-5	A-5 – D-5
	Courier -	A-6 – D-5	A-6 – D-5	A-6 – D-5	A-6 – D-5
Division II:	Customer Service -	A-6 – D-5	A-7 – D-5	A-8 – D-5	B-1 – D-5
	Finance -	A-6 – D-5	A-7 – D-5	A-8 – D-5	B-1 – D-5
Division III:	Minute Clerk -	A-8 – D5	A-9 – D-5	B-1 – D-5	B-2 – D-5

EXECUTION


Executed by the parties on the date(s) indicated below:

For the Union:



JEFF DEXTER,
STAFF REPRESENTATIVE
AFSCME COUNCIL 31

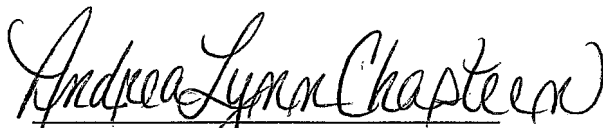
Date: 1/24/2019



DAVE DELROSE,
PRESIDENT, LOCAL 1028
AFSCME COUNCIL 31

Date: 1/24/2019

For the Employer:



ANDREA LYNN CHASTEEN,
WILL COUNTY CIRCUIT CLERK
12TH JUDICIAL CIRCUIT COURT

EAP SIDE LETTER

The Employer agrees to engage in the same level of participation as the County relative to whatever plan the County and Union devise.

Memorandum of Understanding

Parking

This Memorandum of Understanding is between
the Circuit Clerk of Will County and
AFSCME Council 31, Local 1028

In the event that the County does not provide free parking to employees the Circuit Clerk will reimburse bargaining unit employees assigned to the courthouse for parking costs at the rate of up to \$8.00 per day ~~\$22.50 per month~~ upon proof of payment by presenting a parking receipt.

However, should the costs of parking exceed the amount above, the parties shall meet to bargain a higher rate(s) necessary for employees to park while working for the Circuit Clerk's Office.

EMPLOYER

Andrea Lynn Chasteen

Andrea Lynn Chasteen
Clerk of the Circuit Court
Date: 12/21/17

UNION

Jeff Dexter

Jeff Dexter
AFSCME Council 31 Staff Representative
Date: 12/21/2017

David Delrose

Dave Delrose
Local 1028 President

Date: 8/24/2018

Will County Circuit Clerk Step Plan
Including COLA Increases
June 2017 – November 2021

June 2017 Step Plan - CURRENT STEP PLAN

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	\$ 24,339	\$ 24,930	\$ 25,536	\$ 26,156	\$ 26,779	\$ 27,417	\$ 28,069	\$ 28,739	\$ 29,425
B	\$ 30,129	\$ 30,851	\$ 31,590	\$ 32,348	\$ 33,124	\$ 33,921	\$ 34,736	\$ 35,573	\$ 36,430
C	\$ 37,308	\$ 38,210	\$ 39,133	\$ 40,079	\$ 41,049	\$ 42,044	\$ 43,062	\$ 44,107	\$ 45,178
D	\$ 46,275	\$ 47,400	\$ 48,552	\$ 49,734	\$ 50,977				

September 1, 2017 - 1%

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	\$ 24,582	\$ 25,179	\$ 25,792	\$ 26,418	\$ 27,046	\$ 27,691	\$ 28,350	\$ 29,027	\$ 29,720
B	\$ 30,431	\$ 31,159	\$ 31,906	\$ 32,672	\$ 33,456	\$ 34,260	\$ 35,083	\$ 35,929	\$ 36,794
C	\$ 37,681	\$ 38,592	\$ 39,525	\$ 40,479	\$ 41,460	\$ 42,464	\$ 43,493	\$ 44,548	\$ 45,629
D	\$ 46,737	\$ 47,874	\$ 49,038	\$ 50,231	\$ 51,487				

December 1, 2017 - 2%

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	\$ 25,074	\$ 25,683	\$ 26,308	\$ 26,946	\$ 27,587	\$ 28,245	\$ 28,917	\$ 29,607	\$ 30,314
B	\$ 31,039	\$ 31,783	\$ 32,544	\$ 33,325	\$ 34,125	\$ 34,946	\$ 35,785	\$ 36,648	\$ 37,530
C	\$ 38,435	\$ 39,364	\$ 40,315	\$ 41,289	\$ 42,289	\$ 43,313	\$ 44,363	\$ 45,439	\$ 46,542
D	\$ 47,672	\$ 48,831	\$ 50,019	\$ 51,236	\$ 52,517				

June 1, 2018 Step Plan

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A						\$ 28,245	\$ 28,917	\$ 29,607	\$ 30,314
B	\$ 31,039	\$ 31,783	\$ 32,544	\$ 33,325	\$ 34,125	\$ 34,946	\$ 35,785	\$ 36,648	\$ 37,530
C	\$ 38,435	\$ 39,364	\$ 40,315	\$ 41,289	\$ 42,289	\$ 43,313	\$ 44,363	\$ 45,439	\$ 46,542
D	\$ 47,672	\$ 48,831	\$ 50,019	\$ 51,236					

December 1, 2018 - 2%

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A						\$ 28,809	\$ 29,495	\$ 30,200	\$ 30,920
B	\$ 31,660	\$ 32,418	\$ 33,195	\$ 33,992	\$ 34,807	\$ 35,645	\$ 36,501	\$ 37,381	\$ 38,281
C	\$ 39,204	\$ 40,151	\$ 41,121	\$ 42,115	\$ 43,134	\$ 44,180	\$ 45,250	\$ 46,348	\$ 47,473
D	\$ 48,626	\$ 49,808	\$ 51,019						

June 1, 2019 Step Plan

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A						\$ 28,809	\$ 29,495	\$ 30,200	\$ 30,920
B	\$ 31,660	\$ 32,418	\$ 33,195	\$ 33,992	\$ 34,807	\$ 35,645	\$ 36,501	\$ 37,381	\$ 38,281
C	\$ 39,204	\$ 40,151	\$ 41,121	\$ 42,115	\$ 43,134	\$ 44,180	\$ 45,250	\$ 46,348	\$ 47,473
D	\$ 48,626	\$ 49,808	\$ 51,019						

December 1, 2019 - 2%

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A						\$ 29,386	\$ 30,085	\$ 30,804	\$ 31,539
B	\$ 32,293	\$ 33,067	\$ 33,859	\$ 34,672	\$ 35,503	\$ 36,357	\$ 37,231	\$ 38,128	\$ 39,046
C	\$ 39,988	\$ 40,954	\$ 41,944	\$ 42,957	\$ 43,997	\$ 45,063	\$ 46,155	\$ 47,275	\$ 48,422
D	\$ 49,598	\$ 50,804	\$ 52,039						

June 1, 2020 Step Plan

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A						\$ 29,386	\$ 30,085	\$ 30,804	\$ 31,539
B	\$ 32,293	\$ 33,067	\$ 33,859	\$ 34,672	\$ 35,503	\$ 36,357	\$ 37,231	\$ 38,128	\$ 39,046
C	\$ 39,988	\$ 40,954	\$ 41,944	\$ 42,957	\$ 43,997	\$ 45,063	\$ 46,155	\$ 47,275	\$ 48,422
D	\$ 49,598	\$ 50,804	\$ 52,039						

December 1, 2020 - 3%

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A						\$ 30,267	\$ 30,988	\$ 31,728	\$ 32,485
B	\$ 33,262	\$ 34,059	\$ 34,875	\$ 35,712	\$ 36,568	\$ 37,448	\$ 38,347	\$ 39,272	\$ 40,218
C	\$ 41,188	\$ 42,183	\$ 43,202	\$ 44,246	\$ 45,317	\$ 46,415	\$ 47,539	\$ 48,693	\$ 49,875
D	\$ 51,086	\$ 52,328	\$ 53,601						

June 1, 2021 Step Plan

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A						\$ 30,267	\$ 30,988	\$ 31,728	\$ 32,485
B	\$ 33,262	\$ 34,059	\$ 34,875	\$ 35,712	\$ 36,568	\$ 37,448	\$ 38,347	\$ 39,272	\$ 40,218
C	\$ 41,188	\$ 42,183	\$ 43,202	\$ 44,246	\$ 45,317	\$ 46,415	\$ 47,539	\$ 48,693	\$ 49,875
D	\$ 51,086	\$ 52,328	\$ 53,601						

Medical Benefits: At-a-Glance Summary



**WILL COUNTY
ILLINOIS**

	Blue Cross Blue Shield of Illinois				Blue Advantage
	HDHP-HSA Medical Plan		PPO Plan		HMO Plan
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network Only
HSA Employer Contribution			Not available		Not available
Individual	\$1,350				
Family	\$2,700				
Annual Deductible			Salary < \$50,000	Salary > \$50,000	
Individual	\$1,350		\$350	\$500	None
Family	\$2,700		\$700	\$1,000	None
Out-of-Pocket - Includes Deductibles, Copays, and Coinsurance					
Maximum*			Unlimited		
Individual	\$3,000	\$5,625	\$2,000	\$5,625	\$2,000
Family	\$6,000	\$11,250	\$4,000	\$11,250	\$4,000
Lifetime Maximum	Unlimited				
Co-Insurance**	85%	60%	85%	60%	100%
Physician Care Office Visits					
PCP Copay / Coinsurance	85%	60%	85%	60%	\$20 copay
Specialist Copay / Coinsurance	85%	60%	85%	60%	\$30 copay
Preventive Care***	100% covered	Not covered	100% covered	Not covered	100% covered
Hospital Services					
In-patient Hospital#	85%	60%	85%	\$400 per admission (limit 2 per year) then, 60%	\$125 copay per day for the first 2 days per Plan Year, then 100%
Out-Patient Hospital	85%	60%	85%	60%	\$50 copay, then 100%
Emergency Services					
Hospital Emergency Room	\$150 copay, then		\$150 copay, then		\$150 copay, then
	85%	60%	85%	60%	100%
Urgent Care	85%	60%	85%	60%	100%
Prescription Drugs					
	Subject to deductible, then:		In-Network	Out-of-Network	In-Network Only
Retail (30-day supply)					
Generic	85%	25%	\$10 copay	25%	\$10 copay†
Brand Formulary	85%	coinsurance	\$25 copay	coinsurance	\$25 copay†
Brand Non-Formulary	85%	plus copay	\$45 copay	plus copay	\$45 copay†
Mail Order (90-day supply)					
Generic	85%		\$20 copay		\$20 copay
Brand Formulary	85%	Not available	\$50 copay	Not available	\$50 copay
Brand Non-Formulary	85%		\$90 copay		\$90 copay
Coverage Tiers	Bi-Weekly Per-Paycheck Pre-Tax Deductions				
Employee Only	See your rate sheet for details				
Employee +Spouse					
Employee +Child(ren)					
Family	Rates do not include the additional \$125 monthly premium surcharge levied as a result of non-participation in the County's Employee Health & Wellness Program ~ Will Be Well. The wellness premium surcharges run from July 1st - June 30th				

* Includes annual deductible, coinsurance, and copays.

** Subject to deductible.

*** In-network routine preventive care (e.g., annual physical, immunizations, well women exam, mammograms) not subject to deductible.

† A 90-day retail supply can also be obtained with the same mail order copays under the HMO Plan.

\$700 MSA penalty for failure to pre-authorize hospital admission—HDHP-HSA and PPO Medical Plans.

BlueCare[®] DENTAL

PREFERRED CHOICE (PPO) DENTAL PLAN

COUNTY OF WILL



BlueCross BlueShield
of Illinois

The following is a listing of common services available through your BlueCare[®] Mutually Preferred Dental Network.
The member's share of the costs is determined whether care is received from a contracting or non-contracting provider.

HIGHLIGHT SHEET

Effective 01/01/2018

Benefits	Contracting Network Provider PPO*	Non-contracting Provider Non-PPO*
Benefit Period Maximum	\$1,675 for contracting providers and \$1,275 for non-contracting providers. Dollars feed both buckets.	
Deductible	\$50 per person per benefit period \$150 maximum per family (Deductible does not apply to preventive and orthodontic services.)	
Dependent Coverage	Spouse and dependents up to age 26	
Preventive Services Dental Exams (2 exams per benefit period) Prophylaxis (2 cleanings per benefit period) Fluoride Treatment (to age 19) Dental X-rays Sealants (to age 19) Space Maintainers (to age 19)	100% of Maximum Allowance	100% of Usual & Customary
Emergency Services Emergency Exams Treatment for the relief of pain	100% of Maximum Allowance	100% of Usual & Customary
Primary Services Routine Fillings (amalgams and resins) Endodontics – root canals – apicoectomy – direct pulp caps – hemisection Periodontics – scaling and root planing – gingivectomy – periodontal maintenance – osseous surgery Oral Surgery – extractions, except as excluded under “Special Limitations” – alveoloplasty Recementing of Crowns and Bridges	80% of Maximum Allowance	80% of Usual & Customary
Major Services Inlays, Onlays and Crowns (other than temporary crowns) Full and Partial Dentures Bridges Implants Crown, Bridge and Denture Repairs Denture Adjustments, Rebasing and Relining	50% of Maximum Allowance	50% of Usual & Customary
Orthodontics Coverage for children under age 19	50% of Maximum Allowance to the Orthodontia Lifetime Maximum Benefit of \$1,200; \$50 Lifetime Deductible also applies.	50% of Usual & Customary to the Orthodontia Lifetime Maximum Benefit of \$1,200; \$50 Lifetime Deductible also applies

Please note: This information only provides highlights of this program. After enrollment please refer to your dental benefit Certificate for additional benefit information.

***Schedule of Maximum Allowances**

Contracting PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. **Non-contracting providers are reimbursed** based on the Usual & Customary fee. **You** will be liable for any difference between the dentist's charge and your covered benefits.

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

AWARENESS, ACTION, IMPROVEMENT

The annual Wellness Campaign begins each April 1st and runs through the following March 15th.

While participation in the wellness program is voluntary, employees and eligible spouses covered under the County's comprehensive group health plan must complete certain requirements annually in order to avoid paying a \$125 per month premium surcharge.

The three (3) requirements are:

- 1) Complete biometric screening, measuring:
 - a. Glucose
 - b. LDL/HDL Cholesterol Ratio
 - c. Triglycerides
 - d. Blood Pressure
 - e. Body Mass Index (BMI)
- 2) Designate your primary care physician (PCP)
- 3) Complete a health risk questionnaire (HRQ)

The above requirements must be completed within a certain designated timeframe each year.

You can earn an annual \$200 incentive if you meet 3 of the 5 biometric targets or earn additional points through worksite wellness activities.

Worksite wellness activities are planned and scheduled throughout the year where you can earn extra wellness lottery points. A lottery drawing is held annually to reward those who choose to focus on healthy lifestyle choices by participating in these wellness activities. The more points you earn; the more chances to win!

Eligible employees and covered spouses who choose not to complete the 3 requirements will be subject to a \$125 monthly premium surcharge. The surcharge takes effect on July 1st and runs through the following June 30th.

The information collected under the wellness program is HIPAA protected and is NOT shared on a personally identifiable basis with the County. The results of your screening allow you to develop a personalized health maintenance and improvement program.

The County of Will complies with all applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.

www.managewell.com

