



Kane County

KC Labor Management Committee

Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

PIEROG, Gumz, Kious, Lewis and Molina

Tuesday, January 21, 2025

3:00 PM

County Boardroom

1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval Minutes: February 23, 2024**
5. **Public Comment**
6. **New Business**
 - A. **Resolution:** Approving a Supplemental Budget Adjustment and Authorizing Execution Of Collective Bargaining Agreement - Coroner's Bargaining Unit
 - B. **Resolution:** Authorizing Execution of Collective Bargaining Agreement Between County of Kane, Kane County Sheriff, and Teamsters Local Union #700 (Kane County Sheriff's Office Court Security Officers)
7. **Executive Session (if needed)**
8. **Place Reports on File**
9. **Adjournment**

2025 Budget

001.000.000.39900 Fund Balance Utilization	\$24,230.46
001.490.490.40000 Salaries and Wages	\$24,230.46
111.800.803.45100 FICA/SS Contribution	\$1,853.63
111.800.000.39900 Fund Balance Utilization	\$1,853.63
110.800.802.45200 IMRF Contribution	\$1,322.98
110.800.000.39900 Fund Balance Utilization	\$1,322.98

Line Item: Various - see above

Line Item Description: Salary & Wages, Overtime, IMRF, FICA/Social Security

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? No

If funds are not currently available in the specified line item, where are the funds available?

Contingency

Passed by the Kane County Board on February 11, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Supplemental Budget Adjustment and Authorizing Execution of Collective Bargaining Agreement Coroner's Bargaining Unit

Committee Flow:

Labor Management Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Chief Deputy Coroner Loren Carrera (630) 232-3535

Budget Information:

Was this item budgeted? No	Appropriation Amount: FY 2024 - \$19,905.11; FY 2025 - \$27,407.08
If not budgeted, explain funding source: Fund Balance	

Summary:

Coroner's Office collective bargaining agreement for FY2024 through FY2026 . FY 2024 will include \$19,905.11 in pay retroactive to the beginning of the fiscal year and a \$27,407.08 budget adjustment for FY 2025.

COUNTY OF KANE

Kane County
Finance Department
 Kathleen Hopkinson
 Executive Director



Kane County Government Center
 Building A
 719 Batavia Avenue
 Geneva, Illinois 60134
 (630) 208-5132
 hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	Coroner
Date	1-14-2025
Fund	General Fund, FICA Fund, IMRF Fund
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Personnel Services
Increase or Decrease	Increase
Amount	Various – see below

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)

County has negotiated a new collective bargaining agreement with PBPA for Coroner’s staff.

Submitted by

Signature of Elected Official or Department Executive Director

_____ Date _____

Category	Account	Approved Budget	Debit	Credit
Personnel Services	001.490.490.40000	FY 2024	17,598.01	
Fund Balance Utilization	001.000.000.39900	FY 2024		17,598.01
FICA/SS Contribution	111.800.803.45100	FY 2024	1,346.25	
Fund Balance Utilization	111.000.000.39000	FY 2024		1,346.25
IMRF Contribution	110.800.802.45200	FY 2024	960.85	
Fund Balance Utilization	110.000.000.39000	FY 2024		960.85
Personnel Services	001.490.490.40000	FY 2025	24,230.46	
Fund Balance Utilization	001.000.000.39900	FY 2025		24,230.46
FICA/SS Contribution	111.800.803.45100	FY 2025	1,853.63	
Fund Balance Utilization	111.000.000.39000	FY 2025		1,853.63
IMRF Contribution	110.800.802.45200	FY 2025	1,322.98	
Fund Balance Utilization	110.000.000.39000	FY 2025		1,322.98

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 01-14-2025

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE POLICEMEN'S BENEVOLENT LABOR
COMMITTEE,
THE KANE COUNTY CORONER
AND THE COUNTY OF KANE**

AGREEMENT DATES

12/01/2023 through 11/30/2026

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12/01/2023 THROUGH 11/30/2026

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PREAMBLE

This Agreement is entered into by the Kane County Coroner (“Coroner”) and the County of Kane (“County”), hereinafter referred to, respectively and/or collectively, as applicable, as the “Employer”, and the Policemen’s Benevolent Labor Committee (PBLC) hereinafter referred to as the “PBLC” or the “Union”.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent as well as to adjust misunderstandings and grievances relating to some of employees working conditions.

To the extent provisions of the Collective Bargaining Agreement are in conflict with provisions of the Kane County Code, the Collective Bargaining Agreement shall apply.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1
RECOGNITION

Section 1. Bargaining Unit Descriptions

The Employer hereby recognizes the PBLC as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, working conditions and other terms and conditions of employment of the following unit.

Included: All employees of the Kane County Coroner's Office in the title of Deputy Coroner, Administrative Assistant 1 and Administrative Assistant 2.

Excluded: Coroner, Chief Deputy Coroner, Director of Operations, Director of Administration, all other employees of the County of Kane and Kane County Coroner, all supervisors, managerial, professional, short-term and confidential employees within the meaning of the Illinois Public Labor Relations Act ("Act"), and all other persons excluded from coverage under the Act.

While the Employer recognizes all job classifications under the agreement, the Employer will be under no obligation to fill vacant positions when qualified personnel are unavailable or operational needs do not warrant the position to be filled. Only one person will fill exempt status positions unless otherwise stated in this Agreement.

Where the Employer finds it necessary to create new job classifications, the work of which falls within the scope of the bargaining unit, the Employer shall inform the Union in writing and the parties may meet to determine the appropriate classification or jointly petition the State Labor board to seek the necessary unit clarification within thirty (30) days.

Section 2. Categories of Employment

A. Regular Full-Time – an employee in an established position working 35 or more hours per week. Employees in this classification are entitled to the benefits described in this Collective Bargaining Agreement and any policies specifically adopted by the Coroner. Unless otherwise noted, benefits begin to accrue on the first day of regular employment.

B. Regular Part-Time – an employee in an established position who is scheduled to work less than 35 hours per week. Employees in this classification who qualify for and participate in the Illinois Municipal Retirement Fund (IMRF) are entitled to the benefits described in this Collective Bargaining Agreement and any policies specifically adopted by the Coroner. Unless otherwise noted, benefits begin to accrue on the first day of regular employment.

C. Seasonal or Intermittent full-time or part-time – an employee hired to work temporarily for a short period of time or only intermittently throughout the year. Employees

in this classification are not eligible for any benefits covered by this Collective Bargaining Agreement.

Kane County is required to enroll all employees into IMRF if their job normally requires 600 or more hours in a twelve-month period. Both parties recognize that this Agreement supersedes any other guidelines pertaining to employee status, benefits, wages, etc.

Section 3. New Classifications

If a new position classification is created by the Employer, the Employer shall set the proper pay grade for this classification.

The Employer shall determine the proposed salary grade in relation to:

A. The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;

B. Like positions with similar job content and responsibilities within the Kane County Government System, if available, otherwise to the Kane County Labor Market generally;

C. Significant differences in working conditions to comparable position classifications.

If the Union does not agree with the determination of the proposed salary grade the Employer establishes under this paragraph, then the Union shall within ten (10) days request a meeting with the Employer to discuss the Employer's action. The Employer shall thereafter meet with the Union and render a decision within twenty (20) calendar days. If the Union still disagrees with the decision of the Employer, they may submit the matter to Step IV of the Grievance Procedure within ten (10) days from the receipt of the Employer's decision.

Section 4. Non-Bargaining Unit Personnel

Non-Bargaining Unit Personnel may continue to perform bargaining unit work which is incidental to their jobs. In addition, they may perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by said personnel shall not cause a reduction in overtime opportunities for, or any layoffs of bargaining unit employees.

Section 5. Short-Term Employees

The Employer may continue to utilize the services of student interns to assist with and supplement bargaining unit work in accordance with past practice and the Act.

Section 6. Abolition, Merger or Change of Job Classification

If the Employer determines to abolish, merge or change existing classifications, the Employer shall negotiate with the Union over the impact of such. Such negotiations shall include good faith impact bargaining as required under the Illinois Public Labor Relations Act. The Parties agree that a change in job title in the bargaining unit shall not remove the job position from the bargaining unit as long as the type of work performed by the position remains essentially the same.

Section 7. Job Audit/Reclassification

Any employee who believes that he/she is performing work outside his/her job description shall be granted a job audit on the work being performed. A written request for a job audit or reclassification will be submitted through the Union and a written decision returned by management within 60 days. If the job audit creates a reclassification for that employee, the affected employee(s) shall receive any retroactive increase in pay that was created by the reclassification.

ARTICLE 2
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the County and the Coroner retain traditional rights to manage all affairs of its respective offices, as well as those rights set forth in the Illinois Counties Code and the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- a) To plan, direct, control and determine all operations, standards and services of the Employer;
- b) To supervise, direct and evaluate employees;
- c) To establish the qualifications for employment and to decide which applicants will be employed;
- d) To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- e) To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions;
- f) To suspend, demote, discharge and take such other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) To establish reasonable work and productivity standards and, from time to time, amend such standards;

- h) To determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- i) To assign overtime and determine the number of hours of work and shifts per week;
- j) To lay off employees;
- k) To maintain efficiency of Employer's operations and services;
- l) To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- m) To determine the standards of professionalism required of the employees, and from time to time, to change those standards;
- n) To take whatever action is necessary to comply with all applicable state and federal laws;
- o) To secure, change or eliminate methods, equipment and facilities for the improvement of operations;
- p) To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of Classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
- q) To contract out for goods and/or services;
- r) To take whatever action is necessary to carry out the functions of the Employer in emergency situations;
- s) To establish and maintain a budget;
- t) To make, alter and enforce rules, regulations, orders and policies and other management rights.

Nothing in this Agreement shall constitute a waiver by the county or the Coroner of any rights or authority either has under any statute or law.

ARTICLE 3 **PROBATIONARY EMPLOYEES**

Employees in the Coroner Unit shall be "probationary employees" for twelve (12) months. No matter concerning the discipline, layoff, transfer or termination of a probationary employee shall be subject to the grievance and arbitration procedures except as otherwise provided in this Agreement. A probationary employee shall have no seniority

except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

ARTICLE 4
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 5
UNION SECURITY

Section 1. Deduction

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- A) Union membership dues, assessments, or fees
- B) Union sponsored credit union contribution or other union sponsored programs
- C) Any other mutually agreeable contributions

Requests for any of the above shall be made on a form agreed to by the parties and shall be made within the provisions of applicable state statutes.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted each pay day to Policemen's Benevolent Labor Committee, Policemen's Benevolent & Protective Association Labor Committee, 435 West Washington Street, Springfield, IL 62702, along with a list of bargaining unit employees' and union members' names and employee identification number. The Union shall advise the Employer of the deduction rate and any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 2. Notice and Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 3. Indemnification

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 6
INDEMNIFICATION**

The Employer shall defend and indemnify the employees according to terms of the applicable statutes of the State of Illinois.

**ARTICLE 7
NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation, disability, or veteran status – provided, however, that all personnel must at all times support and defend the Constitution and laws of the United States, State of Illinois and laws promulgated therefrom.

Section 2. Union Membership or Activity

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

Section 3. Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and sex discrimination laws applicable to the Employer.

**ARTICLE 8
NO STRIKE OR LOCKOUT**

Section 1. No Strike Commitment

Neither the Union nor any bargaining unit employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No bargaining unit employee shall refuse to cross any picket line, regardless of who established such line.

Section 2. Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes, which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4. No Lockout

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

**ARTICLE 9
SENIORITY**

Section 1. Definition

For the purpose of this agreement the following definitions shall apply:

A. County-wide Seniority means an employee's uninterrupted employment with the County since their last date of hire.

B. Classification Seniority means the length of uninterrupted employment an employee has in their current classification.

C. Office Seniority means the length of uninterrupted employment an employee has in the Coroner's Office.

(Part-time employees shall receive seniority on a prorated basis)

Section 2. Loss of Seniority

An employee shall lose his/her applicable seniority in accordance with Section 1 and no longer be an employee if:

A. He/she resigns or quits by giving an official letter of resignation.

B. He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure.

C. He/she retires.

D. He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.

E. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is greater.

F. Accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Coroner's Office.

Section 3. Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement, which shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The Employer shall provide an "up to date" list to the Union or any individual employee upon request.

Section 4. Seniority While on Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence beyond three months except for authorized leave due to circumstances beyond the control of the employee such as medical leave, military leave, etc.

Section 5. Seniority tie-breaking

Seniority shall be determined based upon the following:

- A. Classification seniority
- B. Office seniority
- C. County seniority

Where employees have the same classification seniority date and seniority cannot be resolved by the above formula, any such tie shall be broken at the time of hire or promotion by drawing lots.

ARTICLE 10
LAYOFF AND RECALL

Section 1. Procedure for Layoff

A) When employees are removed from a classification for the purpose of reducing the work force of that classification, the employee with the least seniority in the affected classification and bargaining unit shall be removed first.

B) A removed employee shall be transferred, conditioned upon being qualified to perform the work available in the following order of priority:

- 1) To a vacancy, if any, in another classification within the same bargaining unit.
- 2) To replace an employee with less seniority, if any, in another classification within the same bargaining unit.
- 3) To a vacancy, if any, in a classification assigned to the next lower pay grade with the same bargaining unit.
- 4) To replace an employee with less seniority, if any in a classification assigned to the next lower pay grade within the same bargaining unit.

C) A removed employee not transferred as provided in B above shall have the procedure set forth in B3 above applied to classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

D) The procedure set forth in B and C above shall be applied for an employee who is replaced as a result of the application of the above procedure until he/she is transferred or laid off.

E) In applying the procedures set forth in B, C, and D above, a removed or replaced full-time employee shall be transferred to another full-time position. A removed or replaced part-time employee shall be transferred to either a full-time or part-time position.

F) In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.

G) Temporary employees shall be laid off prior to the layoff of any full-time or part-time employees.

Section 2. Procedure for Recall

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after an employee has been laid off. No new employees at all shall be hired until all employees on layoff desiring to return to work shall have been given the opportunity to return to work.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees

eligible for recall to notify the Employer of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Employer of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

Section 3. Notice

The Employer shall notify the Union thirty (30) days prior to the intended effective date of a planned layoff. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union.

Any employee to be laid off will be notified thirty (30) calendar days prior to the effective date.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Grievance

Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision in this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing the group grievant present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. An Employee may present a grievance and have it heard through Step 3 of the grievance procedure without the intervention of the Union; provided that the Union is notified by the employee and afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement. Nothing shall be construed to limit the Union's right to exercise its discretion to refuse to process grievances of employees, which it believes to be not meritorious. Nothing in this Article is designed to alter an employee's duties in the chain of command.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Coroner's Office or the Kane County Government Offices, as applicable, are closed.

Section 2. Grievance Steps

It is the intent and purpose of all parties to use their individual and collective best efforts to settle and resolve their differences on a prompt and informal basis. Where such informal efforts are unsuccessful in resolving an issue, which is believed to be a violation of this Agreement the following procedure, shall be followed.

Due to the co-Employer status of the County and the Coroner, where applicable and necessary to the resolution of the grievance, a grievance may be directed to the Coroner or

County Board representative or both for response. In the event a grievance is erroneously filed in good faith with either the County or the Coroner, the grievant shall be so informed and notified in writing. The grievant shall have ten (10) business days from the date they are so notified to re-file the grievance with the proper party.

Step 1. Director of Administration

The Employee and/or the Union shall raise the grievance in writing on the approved form to the Director of Administration. The grievance shall clearly define the situation in question and specify the violation of the Agreement. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. A written response to the grievance shall be rendered within ten (10) business days after the grievance is presented. If the grievance is not resolved at Step 1, the signed Step 1 grievance response will be presented to Step 2. The parties recognize that variations from the Director of Administration, where mutually agreeable, may exist. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Agreement unless mutually agreed by all parties in writing.

Step 2. Chief Deputy Coroner

Grievances submitted to the Chief Deputy Coroner at Step 2 shall be presented in writing by the Union to the Chief Deputy Coroner within ten (10) business days from the receipt of the answer or the date such answer was due, whichever is earliest. Grievances presented at Step 2 shall include a response to the Chief Deputy Coroner decision. Within ten (10) business days after the grievance is presented to Step 2, the Chief Deputy Coroner shall render a written answer to the grievant and provide a copy of such answer to the Union.

Step 3. Coroner

If the grievance is still unresolved, it shall be presented by the Union to the Coroner in writing within ten (10) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest. The grievance shall include copies of all preceding responses.

Within ten (10) business days after receipt of the written grievance the parties may meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. Coroner shall give his/her written response within ten (10) business days following the meeting.

If no meeting is held, the Coroner shall respond in writing to the grievance within ten (10) business days of receipt of the grievance.

Step 4. Arbitration

If the grievance is still unsettled, and the Union wishes to proceed to arbitration, the grievance must be presented to arbitration within fifteen (15) business days after the receipt

of the Step 3 response or the date the response was due, whichever is earlier. The Union shall notify the Employer in writing of the intent to go to arbitration.

Upon request of either party, the parties may meet within ten (10) business days after receipt of the Step 3 response or the date the response was due for the purpose of conducting a pre-arbitration conference to attempt to resolve the grievance prior to requesting arbitration.

If arbitration is requested, representatives of the Employer and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within the ten (10) business days, the parties shall request the Federal Mediation and Conciliation Service ("FMCS") to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. The Employer and the Union shall evenly split the costs of each FMCS panel.

Section 3. Arbitration Procedures

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

The arbitrator shall decide questions of arbitrability. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of the Agreement.

The parties shall share the expenses and fees of the arbitrator and the cost of the hearing room equally. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. The Employer shall be responsible for making arrangements for a Court Reporter for arbitration proceedings. The parties shall bear the court reporter costs, including applicable appearance fees and costs and associated with the transcription of a verbatim record, equally.

Section 4. Time Limits

Grievances may be withdrawn at any step of the Grievance Procedure. Such withdrawal shall not constitute a decision on the merits of the Grievance. Grievances not raised or appealed within the designated time limits will be barred. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step. If after receipt of a written response from the Employer, a grievance is not processed by the aggrieved employee/grievant within the specified time limits provided, the grievance shall be considered void.

Section 5. Time Off, Meeting Space and Telephone Use

A. Time Off: The grievant(s) and/or Union grievance representative will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and receiving permission from his/her supervisor or designee as well as the supervisor of any unit to be visited, and such permission shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance.

B. Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 6. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 7. Pertinent Witnesses and Information

Either Party may request the timely production of specific documents, books, papers or witnesses reasonably available from the other party and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is not applicable to Step 1 of the grievance procedure. Requests made pursuant to this section by the Union may only be initiated by the Union President or his designee.

Any documents books, papers, or witnesses in constructive possession of a Party, as of the date of request, which are not disclosed pursuant to a request for production, shall be

excluded from use as evidence in any subsequent hearing. Both parties have a duty to supplement discovery promptly as it becomes known. Generally see Supreme Court Rule 214.

ARTICLE 12

DISCIPLINE AND DISCHARGE

In addition to the rights guaranteed by the laws of the State of Illinois and the United States of America, the parties agree that bargaining unit employees shall have the following rights in discipline cases.

Section 1. Discipline and Discharge

Discipline of non-probationary employees shall be for just cause and shall be progressive and corrective. Employee discipline shall include the following:

1. Corrective action/recognition notice
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Demotion (notice to be given in writing)
5. Discharge (notice to be given in writing)

Employees shall be notified of any disciplinary or corrective action that will affect them. Employees shall sign a receipt acknowledging the action, but such signature does not indicate that the employee is in agreement with the action. Supervisors shall be responsible for the documentation of any corrective action/recognition notice taken on behalf of the employee. This action will be documented, signed by the employee and a copy will be placed in the employees file until the completion of the annual employee evaluation. Upon completion of the evaluation, accumulated slips will be removed and a new accumulation will begin. If the Coroner, or his designee, has reason to reprimand an employee, it shall be done in a discrete manner that will not embarrass the employee before other employees or the public.

Section 2. Limitation

The Coroner's agreement to use progressive and corrective disciplinary action does not prohibit the Coroner in any case from imposing discipline which is commensurate with the severity of the offense. The Coroner, or his designee, shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. Pre-Disciplinary Meeting

For discipline other than corrective actions and written reprimands, prior to imposing the contemplated discipline on the employee, the Coroner, or his designee, shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation

and shall be entitled to such, if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, provided that said Union representative must be available when the meetings take place within twenty-four (24) hours after notice.

Section 4. Investigative Interviews

Where the Coroner desires to conduct an investigative interview of an employee where the results of the interview might result in discipline, the Coroner agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If the employee does not request Union representation, Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings provided that a Union representative is available within twenty-four (24) hours' notice from Coroner to the Union.

Section 5. Removal of Discipline

Records of discipline other than suspensions shall be removed from the employee's personnel file if two (2) years pass from the date of the offense without the employee receiving discipline for an offense of a similar nature or unless the employee is the subject of ongoing progressive discipline.

Records of discipline concerning suspensions shall be removed from the employee's personnel file if five (5) years pass from the date of the offense without the employee receiving discipline for an offense of a similar nature or unless the employee is the subject of ongoing progressive discipline.

Section 6. Limitation of the Grievance Procedure

Corrective actions or written reprimands shall be subject to the grievance procedure through step three thereof but shall not be subject to arbitration.

Section 7. Suspension Day Defined

A suspension day is a twenty-four (24) hour period during which an employee was scheduled to work a regular tour of duty but has been ordered not to report for duty. Disciplinary suspensions shall be without pay.

Section 8. Limitation of the Suspension Period

During any suspension period, defined as the period between the first and final actual suspension days (inclusive), an employee may not work for paid overtime, providing the duration of the suspension period is not more than four times the number of actual suspension days. The suspension period shall start not less than 15 days from the date of the pre-disciplinary hearing.

ARTICLE 13
PERSONNEL FILES

Section 1. Personnel Files

The Employer shall keep a central personnel file for each employee within the bargaining unit. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee unless it is made available for inspection in accordance with the Illinois Personnel Record Review Act.

Section 2. Inspection

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file in accordance with the Illinois Personnel Record Review Act and subject to the following:

A) Such an inspection shall occur within seven (7) business days following receipt of the request. The Employer may be present during such inspection.

B) Such inspection shall only occur during daytime office staff working hours Monday through Friday upon written request.

C) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein in accordance with the Illinois Personnel Record Review Act.

D) Upon written authorization by the requesting employee, that employee may have a representative of the Union present during such inspection.

E) Pre-employment information, such as reference reports, credit checks or information provided to the Employer with specific request that it remain confidential, shall not be subject to inspection or copying.

F) An employee may not place any type of document into the personnel files maintained by the Employer without permission, except pursuant to the Illinois Personnel Record Review Act.

Section 3. Notification

Employees shall be given notice by the Employer when any materials are placed in their personnel file except those of a routine, clerical nature.

Section 4. Limitation on Use of File Material

It is agreed that any material not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the Employee's interest.

Section 5. Personnel Record Correction

If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employee and the Employer. The employee may submit a written statement explaining the employee's position, which shall be attached to the personnel record.

Section 6. Confidentiality of Records

The Employer agrees to keep the Employee's Personnel Record confidential and will not release any information from this record: (1) without the Employee's written approval; or (2) without a Court Order requiring the release of the information; or (3) unless required by law in order to respond to a government agency; or (4) unless required by statute, regulation or common law, e.g., without limitation, as required by Illinois Freedom of Information Act ("FOIA") or other applicable law. In the event the Employer receives a court order for a personnel file, the Employer will notify the employee that the office received an order. The Employer also agrees to assert applicable exemptions under FOIA should it receive a FOIA request for personnel files.

ARTICLE 14
EMPLOYEE DEVELOPMENT & TRAINING

Section 1. Orientation

The Employer and PBLC recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle, the Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, and equipment normally used in such employees' work assignments and periodic changes therein, including, where available and relevant to such work, procedural manuals.

Section 2. Time Off

If, because of changes in certification, accreditation or licensure, employees are required by the Employer to take courses so as to retain their present position classification, such employees shall be granted reasonable time for such without loss of pay.

Section 3. Illinois Vital Records System

The Employer shall register and certify all clerks, secretaries, and office managers in an approved class of the Illinois Vital Records System.

ARTICLE 15
LABOR-MANAGEMENT COMMITTEE

Section 1. Labor Management Conferences

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

- a) Discussion of the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of public service can be maintained for the citizens of the State of Illinois.

Section 2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure.

Section 3. Union Representative Attendance

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. The first supervisor outside the bargaining unit shall approve the absence except in emergency situations. On duty employees attending such conferences shall be limited to two Union representatives.

Section 4. List of Union Stewards

The Union shall provide a current list of stewards to the Employer upon the signing of this contract and shall provide an updated list whenever there is a change.

**ARTICLE 16
HOLIDAYS**

Section 1.

All bargaining unit employees assigned to a Monday through Friday (35 hours per week) non-continuous operations work schedule shall receive the holidays approved annually by the County Board.

Permanent full-time employees in such positions shall receive a full day's pay for each holiday. Permanent part-time employees in such positions shall receive pay proportional to the average number of hours normally worked (i.e., normally work four (4) hours a day, shall receive four (4) hours pay).

When a scheduled holiday occurs during a scheduled vacation, an alternate day of vacation will be allowed for non-continuous operations employees.

Section 2.

Continuous operations employees (currently, Deputy Coroners who are assigned to work twelve hour shifts on a rotating Sunday through Saturday basis), who are assigned to work non-Major Holidays that are recognized by the County Board, will earn Holiday Time at a rate equal to the number of hours the employee works on the assigned non-Major Holiday to use on another date.

“Major Holidays” will be considered New Year's Day, July 4th, Thanksgiving, and Christmas. Continuous operations employees assigned to work on those Major Holidays will receive 1.5 times their normal rate of pay for hours actually worked on the Major Holiday. They will also earn Holiday Time to use on another date at a rate equal to the number of hours the employee worked on the assigned Major Holiday. In the event that a continuous operations employee is mandated to work a Major Holiday, the employee will received two times their normal rate of pay and will earn Holiday Time at a rate equal to the number of hours the employee worked on the assigned Major Holiday to use on another date.

**ARTICLE 17
VACATIONS**

Vacation time is calculated from the first of the month after 12 months of continuous employment with the Coroner. Each regular full-time and regular part-time employee is entitled to vacation with pay in accordance with the following:

A. All bargaining unit employees assigned to a Monday through Friday (35 regular hours per week) schedule are entitled to receive vacation with pay as follows:

1. Seventy Hours (10 days @ 7 hours) -- Upon completion of 12 months of continuous employment. Employees earn seventy (70) hours vacation each year in which 12 months of continuous employment is completed, through the completion of five (5) full years.

2. One Hundred and Five Hours (15 days @ 7 hours) -- Upon completion of 60 months (5 years) of continuous employment.

3. One Hundred and Forty Hours (20 days @ 7 hours) -- Upon completion of 180 months (15 years) of continuous employment.

During the first year of employment only, the Coroner offers the option of taking up to one (1) week vacation after six (6) months of continuous service. If the employee elects to use one (1) week after six (6) months, only one (1) week remains to be taken upon the completion of 12 months total service during the following one (1) year period. If the employee terminates prior to the first anniversary and has borrowed vacation time, pay for days used will be deducted from their final paycheck. The employee is required to complete a form prior to the commencement of the vacation.

B. Continuous operations employees (currently, Deputy Coroners who are assigned to work twelve hour shifts on a rotating basis) are entitled to receive vacation with pay as follows:

1. Eighty-Four Hours (7 days @ 12 hours) -- Upon completion of 12 months of continuous employment. Employees earn eighty-four (84) hours vacation each year in which 12 months of continuous employment is completed, through the completion of five (5) full years.

2. One Hundred Thirty-Two Hours (11 days @ 12 hours) -- Upon completion of 60 months (5 years) of continuous employment.

3. One Hundred Sixty-Eight Hours (14 days @ 12 hours) -- Upon completion of 180 months (15 years) of continuous employment.

During the first year of employment only, the Coroner offers the option of taking up to forty-two (42) hours of vacation after six (6) months of continuous service. If the employee elects to use forty-two (42) hours after six (6) months, only forty-two (42) hours will remain to be taken upon the completion of 12 months total service during the following one (1) year period. If the employee terminates prior to the first anniversary and has borrowed vacation time, pay for days used will be deducted from their final paycheck. The employee is required to complete a form prior to the commencement of the vacation.

C. Vacation pay is calculated on the basis of the employee's normal work week. Regular part-time employees will receive vacation pay proportionate to the average number of hours normally worked per week.

D. Purchase of Military Service Credit -- Notwithstanding the earning schedule set out above, Coroner employees who present proof of having purchased military service credit from the Illinois Municipal Retirement Fund pursuant to a duly approved resolution by the Kane County Board, will earn vacation time at a rate that equals their employment with the Coroner plus the number of months of military service credits that were purchased. Proof must be presented to the Human Resources Department so that the employee's vacation accrual schedule is properly adjusted.

E. Vacation carry-over from year to year -- All vacation earned during a year must be taken during the following year or it will be forfeited. No vacation credit will be allowed to accrue from year to year. Vacations will be scheduled with prime consideration given to the efficient operation of the Employer. While employee requests will be honored whenever possible, final approval must be given by the Coroner or his/her designee to provide continuity of operations.

F. Holidays -- When a holiday falls during an employee's scheduled vacation period, the employee will be paid for the holiday instead of vacation pay. The employee may then take an alternate day of vacation during that anniversary year by arrangement with the department head. G. Vacation Payment -- No salary payment will be made in lieu of vacation not taken.

G. Vacation Pay upon termination -- Employees with less than 12 months of service are not entitled to any vacation pay upon termination. Employees with 12 months or more of continuous service with the Coroner's Office will receive pay for unused vacation (vacation earned in the previous year) and for accrued vacation (vacation earned for each completed month employed from the last anniversary date during the year in which termination occurs).

ARTICLE 18 **SICK LEAVE**

A. General Provisions - It is the policy of the Employer to provide protection for eligible employees against loss of income because of illness. To ensure that protection, the Employer has made provisions for both short-term and extended sick leave reserve. All regular full-time and part-time employees are eligible. Part-time employees earn sick leave proportionate to the average number of hours worked. Sick leave pay is based on the employee's regular straight-time rate in effect when the sick leave is taken.

B. Short-term Sick/Personal day accumulation - "Sick leave year" is defined as the twelve month period beginning December 1 of each year. On December 1st of each year, employees will be credited with five (5) days equal in length to the employee's regular shift (e.g., non-continuous operations staff will be credited with five 7-hour sick days, and continuous operations staff (Deputy Coroners) will be credited with five 12-hour sick days).

During their first year of employment, new employees will be credited with a pro-rated number of short-term sick leave days at the rate of one (1) day for each remaining one-fifth (i.e., 73-day period) of the sick leave year immediately following ninety (90) days of employment.

C. Short-term Sick/Personal day utilization - An employee's short-term sick/personal leave credit can be used for personal and family injury or illness, maternity, doctor and dentist appointments or for any other reason of the employee's choosing. Employees may use more than one (1) sick/personal day per one-fifth period.

D. Unused Short-term Sick/Personal day/Carry over and payment at termination - Short-term sick/personal days will not accumulate from year to year. At the end of the sick/personal leave year, all unused short-term sick/personal leave for employees will roll over into extended sick leave. Upon termination, employees will be paid for any unused short-term sick/personal leave at the rate of one (1) day for every one-fifth period worked in the benefit year provided they give fourteen (14) calendar days' notice.

E. Extended Sick Leave Accumulation - Eligible employees will be credited with one (1) day of extended sick leave per month after the completion of six (6) months of continuous employment with the Coroner. Unused extended sick leave will carry over from year to year and may accumulate up to a maximum of 240 days.

F. Extended Sick Leave Utilization - Unlike short-term sick leave, extended sick leave is intended to provide employees with protection during periods when the employee is under a doctor's care at home or is hospitalized. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF disability benefits begin.

An employee may utilize extended sick leave for himself/herself prior to utilizing short-term sick leave if the employee has a serious health condition and is under a doctor's care at home or in the hospital. A doctor's certification is required to support the request for extended sick leave.

An employee may also use up to six (6) accrued extended sick days during a Fiscal Year to care for the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent, on the same terms upon which the employee is able to use extended sick days for his or her own absences.

Extended sick days run concurrently with Family and Medical Leave.

G. Payment for unused extended sick leave - No payment for unused extended sick leave is made at termination. Retiring employees under IMRF qualify for up to one (1) year of additional pension service for unused extended sick leave at the rate of one month for every twenty days of fraction thereof (1:20). To qualify for this pension credit, the effective date of the pension must be within sixty (60) days of termination. This additional pension service credit provision applies solely to employees retiring with an IMRF pension. Converted extended sick leave cannot be used to meet the requirements of a minimum of eight (8) years for an IMRF pension or 35 years for a non-discounted pension under age 60.

H. Paid Leave for All Workers Act – The Union and the Employer acknowledge and agree that the paid time off provisions of this Agreement shall govern and be the exclusive paid leave provisions applicable to Employees within the bargaining unit. The parties to this Agreement hereby explicitly waive the paid leave requirements of the Paid Leave for All Workers Act, 820 ILCS 192/1, *et. seq.*

ARTICLE 19
WELLNESS LEAVE

Each regular full-time employee is entitled to wellness leave with pay in accordance with the following:

As of December 1, 2024, and every December 1st of each year thereafter, full-time employees will be credited with one (1) day equal in length to the employee’s regular shift (e.g. non-continuous operations staff will be credited with one 7-hour wellness day, and continuous operations staff (Deputy Coroners) will be credited with one 12-hour wellness day). Wellness leave may not be used in conjunction with any other day off and the Employer must be provided with 30 days’ notice.

Unused Wellness day expiration – Wellness days will not accumulate from year to year. Upon termination, employees will not be paid for any unused Wellness day.

ARTICLE 20
MISCELLANEOUS PROVISIONS

Section 1. Use of Masculine Pronoun

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

Section 2. Definition

Whenever the term Employer is used in this Agreement, it shall mean the Employer or his/her authorized designee.

Section 3. Notification of Leave Balance

Employees shall be given a statement of leave balances (sick leave, vacation days, holidays, and accumulated compensatory time, if applicable) on request, but no more than twice annually.

Section 4. Evaluations

The Union and the Employer encourage periodic evaluation conferences between the employee and his/her supervisor. The written evaluation done once a year by the supervisor

shall be discussed with the employee and the employee shall be given a copy immediately after completion. The employee shall sign the evaluation, as recognition of having read it but such signature shall not constitute agreement with the evaluation.

Appeals will be made utilizing the employee's chain of command up through the Coroner. The purpose of the Employee Performance Evaluations shall be to assist individual employees in professional growth. Evaluations shall not be used as a basis for disciplinary action. Employees shall be allowed to attach a letter to their evaluation in accordance with the Illinois Personnel Record Review Act.

Section 5. Copies of the Agreement

Each employee covered by this Agreement shall be provided a copy of the Agreement by the Employer in the form of printed or electronic/data media.

Section 6. Meeting Place

All meetings or hearings or other proceedings over which the parties have control shall be held at the Government Center in Kane County, Illinois, unless there is a reasonable basis to hold such meetings, hearings or other proceedings elsewhere.

Section 7. Job Descriptions

At least annually each employee will be provided with a copy of his/her current job description which shall include principle duties and responsibilities. When requirements are revised and the duties and responsibilities remain essentially unchanged, incumbents in these positions who qualified under previous requirements for the class shall be considered qualified.

Section 8. Secondary Employment/Outside Activities

The Employer respects an employee's right to undertake secondary employment on a part-time basis or engage in outside activities so long as doing so does not conflict or interfere with the employee's ability to perform his or her assigned responsibilities or his or her commitment to the Employer. An employee who wishes to accept secondary employment, must provide to the Employer, in writing, details of the nature of such secondary employment and obtain the consent of the Employer before beginning such secondary employment.

Any employee who undertakes public speaking engagements that relate to the employee's duties at the Employer, may only do so with the permission of the Employer. The employee may never discuss non-public information.

Engaging in outside activities or secondary employment that, in the sole opinion of the Employer, negatively affects job performance, results in a conflict or the appearance of impropriety, places the Employer in disrepute or subjects the Employer to public disfavor or disadvantage, will not be permitted.

Section 9. ABMDI Certification

Effective December 1, 2023, employees that take and pass the American Board of Medicolegal Death Investigators' Board Certification examination shall have their application fee and examination fee reimbursed by the Employer and, after certification, shall be reimbursed for the yearly maintenance fee to maintain their Board Certification.

ARTICLE 21
LEAVES OF ABSENCE

Section 1. Policy

Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where circumstances require an employee's absence. Leaves are granted on each individual case and at the discretion of the Coroner or his/her designee. Leaves of absence are without pay unless the employee is entitled to sick pay, vacation pay, or compensatory time.

A leave of absence will not be granted for the purpose of trying another job. Failure to return at the end of an approved leave may result in termination. An employee that has been granted a leave of absence is NOT permitted to engage in employment outside of their position with the Coroner's Office without the express written approval of the Coroner.

Section 2. Types of Leaves of Absence

(A) Family and Medical Leave:

Eligible employees may be granted up to 12 work weeks for a family or medical leave for one or more of the following reasons:

1. Birth Leave - for birth of a child of an employee and to provide care for the child following birth.
2. Placement Leave - for placement of a child with an employee for adoption or foster care.
3. Personal Illness - for a serious health condition when an employee is unable to perform their job.
4. Family Illness - for an employee to care for their son, daughter, spouse or parent who has a serious health condition.
5. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

ELIGIBILITY - Employees may be eligible for a leave of absence if they have worked for at least 12 months and for at least 1,250 hours during the year preceding the start of the leave of absence.

Military Family Leave Entitlements – Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employees take FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definitions of “serious health condition.”

EXPIRATION OF ENTITLEMENT - Subject to the policy statement above, an employee taking leave due to the birth or placement of a child, the personal illness of the employee, a family illness or a qualifying exigency, may be eligible for up to 12 work weeks of leave a year that is based on a rolling 12-month period measured backward from the first date leave is used. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 12 work weeks that has not been used during the immediately preceding 12 months. (For example: if an employee has taken 8 weeks of leave during the past 12 months, an additional 4 weeks of leave could be taken. If an employee used 4 weeks beginning February 1, 2008, 4 weeks beginning June 1, 2008 and 4 weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. However, on February 1, 2009, the employee would be entitled to 4 weeks of leave; on June 1 the employee would be entitled to 4 additional weeks, etc.).

COMBINED LEAVE TOTAL - During the single 12-month period described in the preceding paragraph, an eligible employee and spouse who both work for the County shall be entitled to a combined total of 26 work weeks of leave for the birth or placement of a child, for the personal illness of the employee, for a family illness or to care for the covered service member.

LEAVE TAKEN INTERMITTENTLY OR ON A REDUCED SCHEDULE - Leave for the birth or placement of a child may not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the Coroner or his/her designee agree. Leave in order to care for a spouse, son, daughter or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member may be taken intermittently or on a reduced leave schedule when medically necessary.

FORESEEABLE LEAVE

- for the birth or placement of a child - When the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the Coroner or his/her designee with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- in order to care for a spouse, son, daughter or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member - When the necessity for leave is foreseeable based on planned medical treatment, the employee:
 - (a) shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the department, subject to the approval of the health care provider of the employee, son, daughter, spouse or parent, as appropriate and
 - (b) shall provide the Coroner or Coroner's designee with not less than 30 days' notice, before the date the leave is to begin, of the employee's intent to take leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- in any case in which the necessity for leave due to active duty of the family member is foreseeable, the employee shall provide such notice to the Coroner or his/her designee as is reasonable and practicable.

A request for a leave of absence shall be supported by a complete and sufficient medical certification issued by the health care provider of the eligible employee, or of the son, daughter, spouse or parent of the employee, or of the next of kin of an individual in the case of service member family leave. The Employer, via a human resource professional or a management official, may contact the health care provider for purposes of clarification and authentication of the medical certification after the employee has been given an opportunity to cure any deficiencies in the certification. Under no circumstances may the employee's direct supervisor contact the employee's health care provider.

In any case in which the Employer has reason to doubt the validity of the certification provided, the Employer may require, at the Employer's expense, that the employee obtain the opinion of a second health care provider designated or approved by the Employer; however,

the selected health care provider may not be employed on a regular basis by the Employer. Pending receipt of the second medical opinion, the employee is provisionally entitled to the benefits of leave. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the Employer's established leave policies.

The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the Coroner or the Coroner's designee may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or call to active duty status in support of a contingency operations, and the dates of the covered military member's active duty service. This information need only be provided once, unless a different active duty or call to active-duty status occurs.

Upon return to work from a family or medical leave, the employee is entitled to be restored to their original or equivalent position which involves the same or substantially similar duties and responsibilities with equivalent pay, benefits or other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replaced or his or her position has been restructured to accommodate the employee's absence.

As a condition of restoring an employee whose leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the Employer may require the employee to obtain and present certification from the employee's health care provider that the employee is able to resume work. An employee has the same obligation to participate and cooperate in the fitness for duty certification process as in the initial certification process.

The Employer may seek fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for medical leave. The Employer may require that the certification specifically address the employee's ability to perform the essential functions of the employee's job as long as the Employer provides the employee with a list of the essential functions of the employee's job at the same time that the Employer provides notice to the employee that the leave is designated as FMLA-qualifying. The Employer may contact the employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty certification. The Coroner or Coroner's designee may not delay the employee's return to work while contact with the health care provider is being made, unless the Coroner or his/her designee has failed to give notice to the employee that a fitness for duty certification to return to work that addresses the employee's ability to perform the essential functions of the employee's job is required. In circumstances where a fitness-for-duty certification is required, the Employer shall present the certification to the Coroner or Coroner's designee before the employee shall be allowed to return to work.

(B) Non-FMLA Military Leave: Any full-time employee, who is a member of any reserve component of the U.S. Armed Forces or Illinois State Militia (National Guard)

shall be granted leave from his or her employment for any period actively spent in military service, including: basic training; annual training, or special or advance training. During leaves for annual training (typically 14-15 days, but can be longer), the employee shall continue to receive his or her regular compensation as a County employee. During leaves for basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his or her compensation as a County employee, he or she shall receive his or her regular compensation as a County employee minus the amount of his or her base pay for military activities.

However, when the Armed Forces of the United States of America are engaged in or involved in active hostilities, eligible employees who are called to service during said hostilities shall receive the difference, if any, between the salary they would have received from Kane County and the salary they receive from the United States for a term of up to five (5) years unless the above period is extended by law in which case the employee shall continue to receive the benefits as stated.

Military leaves will be granted to all eligible full-time and part-time employees when they are called to leave their positions to enter military service. Seniority will be restored as required by state or federal law. The employee will be restored to his or her same or similar position by making application within 90 calendar days after discharge or hospitalization continuing after discharge.

For all non-FMLA military leaves, employees should provide their supervisor with a copy of their written orders, including any subsequent changes within 30 days of the change or as soon as reasonably practical.

(C) Personal Leave: May be granted or denied at the discretion of the Coroner or his/her designee based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem or some similar circumstance. The guidelines listed under the "Rules, Regulations and Procedures" section of this policy must be adhered to in all cases.

(D) Educational Leave: May be granted at the discretion of the Coroner or his/her designee without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the department.

(E) Workers' Compensation Leave: All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a workers' compensation leave. Participating employees should apply for IMRF disability benefits if eligible. Family Medical Leave time shall run concurrent with workers compensation leave for an employee's job-related injuries or illnesses.

(F) Administrative Leave: The Coroner or his/her designee may place an employee on administrative leave of absence pending a determination of the employee's employment status.

(G) Victim’s Economic Security and Safety Act (VESSA) Leave: An employee who is a victim of domestic, sexual, or gender violence, or any other crime of violence, or who has a family or household member who is a victim of domestic, sexual, or gender violence, or any other crime of violence, whose interests are not adverse to the employee as it relates to the violence, may take unpaid leave from work, as detailed in the Victim’s Economic Security and Safety Act, 820 ILCS 180/1, *et seq.*, as amended from time to time (“VESSA”), if the employee or employee’s family or household member is experiencing an incident of domestic violence, sexual violence, or gender violence, or any other crime of violence or to address domestic violence, sexual violence, gender violence, or any other crime of violence by:

- 1) seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic violence, sexual violence, gender violence, or any other crime of violence to the employee or the employee's family or household member;
- 2) obtaining services from a victim services organization for the employee or the employee's family or household member;
- 3) obtaining psychological or other counseling for the employee or the employee's family or household member;
- 4) participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic violence, sexual violence, gender violence, or any other crime of violence or ensure economic security;
- 5) seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil, criminal, or military legal proceeding related to or derived from domestic violence, sexual violence, gender violence, or any other crime of violence;
- 6) attending the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
- 7) making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or

This section is intended to comply with VESSA and does not create additional rights for an employee to take leave that exceeds the unpaid leave time under, or is in addition to unpaid leave time permitted by, VESSA and/or the federal Family and Medical Leave Act of 1993.

Notice and Certification – The employee shall provide the Employer with at least 48 hours’ advance notice of the employee’s intention to take a leave under VESSA, unless providing such notice is not practicable. The Employer may require the employee to provide certification to the Employer. When an unscheduled absence occurs, the employee shall provide notice as soon as possible, and shall provide certification to the Employer in accordance with the provisions of VESSA.

(H) School Visitation Leave: Eligible employees that have been employed for at least six (6) consecutive months may take up to a maximum of eight (8) hours during any school year to attend school conferences or classroom activities related to the employee's children if the conference or classroom activities cannot be scheduled during non-work hours. An employee may not take more than four (4) hours of school visitation leave in one day, and the leave may not be taken if the employee has not exhausted all accrued vacation leave, personal leave or any other type of leave, except for sick or disability leave. The employee must provide their supervisor with at least 7 days advance notice. In emergency situations, no more than 24 hours' notice is required. The employee must consult with their supervisor to schedule the leave so as not to unduly disrupt the operations of the employer.

(I) Other Leaves Required by Law: Eligible employees will be granted leaves of absence required by state or federal law in accordance with the provisions of the applicable law.

Section 3. Rules, Regulations and Procedures

(A) The Coroner or his/her designee may require, or an employee may elect, that accrued sick days, accrued vacation and, if applicable, personal days, be used during the leave of absence.

(B) Extended Leave of Absence – Any leave over 12 work weeks in duration, except leave to care for a qualified service member, is considered an extended leave of absence. An employee needing to be off work for more than 12 consecutive work weeks must petition the Coroner for an extended leave, which may be granted at the Coroner's discretion based upon the operational needs of the department. Employees in this extended period must contact the Coroner or his/her designee at least 30 calendar days prior to their expected return to work.

(C) Healthcare Coverage During a Leave of Absence – During any approved leave, the County will maintain the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. If the employee is not receiving any pay from the County while on leave, the employee must pay their portion of health insurance coverage no later than the 15th of each month.

(D) Vacation, Sick Pay and Holiday Pay - Sick pay credit and vacation time will not continue to accrue after the last day paid on any authorized leave of absence. Employees will be paid for holidays which fall during the period they are receiving pay from the County. The use of any leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Section 4. Procedure

(A) A "Request for Leave of Absence" form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation, sick pay, and if applicable, compensatory time to be used during the leave (if any).

(B) This request should be submitted to the Coroner or his/her designee, who after recommending approval or disapproval distributes the form according to the routing indicated.

(C) A medical certification and/or fitness for duty report is required upon commencing and returning from a family and medical leave or workers' compensation leave. Employees must provide medical certification within 15 calendar days of the request. Medical re-certification may be required at the County's expense.

Section 5. IMRF Leave of Absence and Disability Benefits

(A) Employees who have a medical certification of a disability which may extend for thirty (30) calendar days or more could be eligible for disability benefits under the Illinois Municipal Retirement Fund. To be eligible, an employee must have twelve (12) months or more of service credit with IMRF. Pregnancy is included as a disability under IMRF if the employee is eligible and claims should be submitted in the same manner as other disability claims. The Kane County Human Resource Department should be contacted for the forms for application.

(B) Employees participating under IMRF and on a leave of absence without pay from the Employer or disability pay under IMRF (i.e., family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. Before the leave of absence begins, employees should file with IMRF a Benefit Protection Leave of Absence Authorization (forms are available in the Kane County Human Resource Department). Death and disability benefits are reinstated immediately upon returning to work. Employees may establish service credits for retirement (not to exceed twelve (12) months) for this leave by paying the Employees' contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of employer paid IMRF obligations.

Section 6. Workers' Compensation

The Workers' Compensation law provides protection for employees experiencing occupational disabilities through accidents or by exposure to disease arising out of and in the course of employment as defined in County Resolution 12-219. Time off work due to a job-related injury will run concurrent with FMLA leave.

(A) When an employee suffers an on-the-job injury or exposure, even though no medical attention is required, a "Report of Injury" form must be completed by the Employer and sent to the Human Resources Department as soon as possible. If medical attention was required as a result of the injury or exposure, a claim will then be filed with the County Human Resources Department.

(B) All expenses involved with the treatment of the exposure or injury are covered by the Illinois Workers' Compensation Act. That Act provides payment of sixty-six and two-thirds (66 2/3) of the employee's wages for lost time at work after a three-day waiting period. If the employee is off work for more than fourteen days because of a job-related

injury or exposure, then the employee will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Illinois Workers' Compensation Act (hereinafter referred to as "The Act"), employees with more than one year of service with the County will also receive a minimal amount of disability through IMRF.

The Employer, in addition to compliance with the Act, shall pay an additional one third (1/3) of the average weekly wage to employee for the first thirty days that the employee is totally disabled. This is a voluntary payment by the Employer and by accepting such payments, employees shall recognize and will assist the Employer in enforcing its subrogation rights.

Section 7. Jury Duty

Leave shall be granted to employees who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial, or administrative tribunal. Employees summoned to jury duty shall be entitled to one full shift off for every day of jury service. Time away from work with pay shall be granted for such purposes. All compensation received for court or jury shall be remitted by the employee to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The Employer feels that by volunteering to appear as a witness, an employee may create the impression that the County favors one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, employees are instructed not to appear as a witness unless properly subpoenaed.

Section 8. Funeral and Bereavement Leave

(A) Paid Funeral Leave

In the event of a death in an employee's immediate family, the employee will be allowed up to three (3) days leave with pay for the time actually lost. Immediate family member (including step, foster and adopted) is defined as including the employee's child, father, mother, step-parent, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent and grandchild. Also, immediate family includes the spouse's grandchildren. In the case of an employee's civil union partner that resides with the employee, immediate family includes the civil union partner's father, mother, brother, sister, children and grandchildren. These days will not be deducted from sick pay.

(B) Family Bereavement Leave Act Leave

The Illinois Family Bereavement Leave Act ("FBLA") provides that employees are entitled to a maximum of two (2) weeks (up to 10 working days) of unpaid leave time in the event of:

- the death of a "covered family member";
- a stillbirth;
- a miscarriage;

- an unsuccessful round of intrauterine insemination or assisted reproductive technology procedure;
 - a failed adoption match or an adoption that is not finalized because it is contested;
 - a failed surrogacy agreement; or
 - a diagnosis that negatively impacts pregnancy or fertility.
- A “covered family member” is an employee’s child, stepchild, spouse, domestic partner, sibling, parent mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Eligible employees, as defined by Section 101(2) of the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), are entitled to a maximum of six (6) weeks of unpaid leave if they experience more than one event during a 12-month period. Employees may use FBLA leave time to grieve, attend the funeral or alternative to a funeral of a covered family member, or make arrangements necessitated by the death of the covered family member. FBLA leave time must be completed within sixty (60) days after the date the employee receives notice of the death or event. All family bereavement leaves will be granted in accordance with the Family Bereavement Leave Act.

(C) Child Extended Bereavement Leave Act

Pursuant to the Illinois Child Extended Bereavement Leave Act, all eligible employees, as defined by the Family and Medical Leave Act of 1993, are entitled to use up to six (6) weeks of unpaid leave if the employee experiences the loss of a child by suicide or homicide. Such leave may be taken in a single continuous period or intermittently in increments of no less than 4 hours, but such leave must be completed within one year after the employee notifies the Employer of the loss. All child extended bereavement leaves will be granted in accordance with the provisions of the Child Extended Bereavement Leave Act.

(D) Other Unpaid Funeral/Bereavement Leave

Any additional leave not reference above will be granted at the sole discretion of the Coroner or his designee and will be deducted from the employee’s unused vacation time, compensatory time, or may be taken as holiday time to which the employee is otherwise entitled.

(E) Notice to Employer

Employees shall provide at least 48 hours’ advance notice of the intention to take leaves under this Section 8, unless providing such notice is not reasonable or practicable.

In the event of the death of an immediate family member as defined in this Section 9(a) or a “covered family member” as defined in the FBLA, employees must notify their immediate supervisor of the death, relationship to the deceased and expected time of absence.

For leave under the FBLA following a loss or negative diagnosis related to pregnancy, surrogacy, or adoption, employees shall notify their supervisor that they are taking leave under the FBLA and submit a completed FBLA Leave Documentation Form available on the Illinois Department of Labor's website as soon as practicable.

(F) Limitations

The provisions of this section do not extend the maximum period of leave to which an employee is entitled under the federal Family and Medical Leave Act of 1993 or under any other paid or unpaid leave provided under federal, State, or local law, this Agreement, or the Employer's benefits program.

Section 9. Employee Blood and Organ Donation

(A) Blood Donation

Full time employees with at least six (6) consecutive months of service are allowed 1 hour of leave with pay every 56 days to participate in blood donation in accordance with the Employee Blood and Organ Donation Leave Act. Employees must give a 15-day advance notice to the Coroner or the Coroner's designee that they wish to take the leave. The request for leave shall be accompanied by appropriate medical documentation of the appointment, which may consist of a written statement from the blood bank or hospital indicating that the participating employee has an appointment to donate or attempt to donate blood. A written certification from the blood bank or hospital is required to verify the date of the completed or attempted blood donation. Employees may utilize the leave authorized in this section only after obtaining approval from the Coroner or the Coroner's designee.

(B) Organ Donation

Full time employees with at least six (6) consecutive months of service may use up to ten (10) days of paid leave in any 12-month period to serve as an organ donor in accordance with the Employee Blood and Organ Donation Leave Act. Where practicable, employees must give a 15-day advance notice to the Coroner or the Coroner's designee, or their designee, that they wish to take the leave. The request for leave shall be accompanied by appropriate medical documentation of the appointment, which may consist of a written statement from the hospital or the employee's physician verifying the date of the organ donation and the expected duration of leave needed. A written certification from the hospital and/or the employee's physician is required to verify the date of the completed or attempted organ donation and the duration of the leave needed. Employees may utilize the leave authorized in this section only after obtaining approval from the Coroner or the Coroner's designee.

ARTICLE 22
UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall be allowed necessary and reasonable time off with pay during working hours to attend committee meetings, negotiations and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if such employees are entitled or required to attend such meetings by virtue of being participants.

Section 2. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and PBLC staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual agreement with the Employer in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

Section 3. Time Off for Union Activities

Two Local Union representatives shall be allowed two days off per year or one Union representative four days per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions. One Local Union Officer from each unit shall be allowed to attend Local Executive Board and Monthly meetings provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off. Any additional Local Union Officers or Executive Board members will be permitted to attend Local Executive Board and Monthly meetings based on operational needs. Time off granted to Local Union Officers to attend Local Executive Board and Monthly meetings shall not exceed two (2) hours unless approved by the Employer.

Such time off shall not be detrimental in any way to the employee's record. Additional time off without pay for the purposes stated in the preceding paragraph may be granted by the Coroner in his sole discretion.

Section 4. Union Bulletin Boards

The Employer shall provide a bulletin board and/or space at the Coroner's Office.

Section 5. Information Provided to Union

The Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees as they occur: new hires, promotions, layoffs, re-employment, transfers, leaves, returns from leave, suspension, discharge and termination.

At the request of the Union, the Employer shall furnish the Union a current seniority roster and re-employment lists, applicable under the seniority provisions of this Agreement.

Section 6. Union Orientation

By mutual arrangement regarding time, place and duration with the Employer, the Union shall be allowed to orient new employees for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for employees involved; provided, such Union orientation shall not exceed fifteen (15) minutes. Attendance by employees and such Union orientation shall be on a voluntary basis.

The Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation

Section 7. Distribution of Union Literature

During employee's non-working hours, he/she shall be permitted to distribute Union literature by interdepartmental mail, not including office email, or by posting on the Union bulletin board, and other means so as long as such distribution does not impair the operations of the Office.

Neither the Office email nor any equipment belonging to the Employer, such as, but not limited to, radios, pagers, cell phones, vehicles, photocopy machines and microcomputers, shall be used for personal use or for Union business. Employees shall have no expectation of privacy for email or voicemail communications or mailbox materials.

Section 8. Union Meetings on Premises

The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer. The Employer will provide the Union space for a computer outlet, desk and filing cabinet on the premises.

Section 9. Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working, not to exceed the employee's regular working scheduled hours.

**ARTICLE 23
WAGES**

Section 1. Wage Schedule – See Appendix C

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix C. The attached wage schedule shall be considered a part of this Agreement.

Section 2. Pay Period

Employees will be paid on a bi-weekly schedule of twenty-six (26) times annually. Each payroll period shall consist of fourteen (14) calendar days, so that the bi-weekly rate of pay of each employee shall be 1/26th of the employee's annual salary. In a year which 27 pay periods shall occur, the bi-weekly rate of pay for each employee shall be 1/27th of the annual salary. When a payday falls on a holiday, the paycheck is distributed the preceding workday.

Section 3. Overtime

The overtime rate shall be calculated at 1 and ½ times the employee's base hourly rate. Additional discretionary pay (e.g. on-call pay) will be added to the base hourly rate in accordance with applicable state and federal law.

Section 4. Specialty/Additional Duty Pay Provisions

Employees who perform the following functions during a pay period will receive the following lump sum amounts during the pay period:

Training Coordinator -- Employee(s) assigned as Training Coordinator shall receive an additional \$100.00 per pay period.

Section 5. Uniform Provisions

Effective December 1, 2023, employees shall receive a \$500 payment on the first payday of each fiscal year for purchasing of uniforms. All employees are solely responsible for purchasing their own uniforms, which shall include polos, khakis, black pants, and seasonal gear approved by the Coroner and further detailed in the Coroner's dress code policy. Except for uniform shirts, which must be approved by the Coroner and purchased through a vendor approved by the Employer, all other uniform items may be purchased at any vendor as long as they conform to the Coroner's dress code policy.

Section 6. Training and Meetings

Mandatory Training or Meetings. Employees attending authorized mandatory training outside of the regular shift approved by the Employer shall be paid time and one-half their regular hourly rate of pay for all time spent in attendance with a two-hour minimum.

Section 7. Travel Time

If the Employer approves training for an employee, the Employer shall reimburse the employee in accordance with the Kane County Financial Policy as adopted by the Kane County Board.

Section 8. Call-Out/Death Scene Pay

Call-Out (Death Scene Duties) -- Employees who are called out to a death scene during a time the employee is not scheduled to work will receive a minimum of three hours' straight time pay per after-hours call-out to a death scene investigation up to 40 hours per

week, and overtime compensation when the employee's work hours exceed 40 per week, including call-out work; provided, however, that the three hour minimum shall only be applicable if an employee is initially called out to a death scene during a time the employee is not scheduled to work and the three hour minimum time period ends prior to the start of the employee's next scheduled shift. Travel time to and from a death scene will be counted and compensated as hours worked.

Section 9. No Pyramiding.

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

ARTICLE 24
OUT OF TITLE WORK

The Employer may temporarily assign an employee to perform the duties of another employee.

Employees who are assigned to perform a significant number of duties of another employee for more than five (5) consecutive working days (counted individually and cumulatively) from the start to the end of the entire period shall be paid the greater of the following:

- (A) The pay of the employee whose duties the assigned employee is performing,
or
- (B) The current pay of the assigned employee, after said five-day period.

ARTICLE 25
INSURANCE

Employees shall receive the same insurance coverage offered to non-union employees who are employed by the County. The current details of the insurance plan are as follows:

Section 1. Medical, Vision and Dental Coverage

A. The Employer shall provide comprehensive insurance programs for hospitalization, medical, vision and dental coverage for each covered employee who chooses to participate and their eligible dependents similar to the coverage which is currently in effect. The Health Insurance Benefit Summaries for fiscal year 2024 are included in Appendix D attached hereto and incorporated herein. All regular full-time employees and all regular part-time employees who work a minimum of twenty-one (21) hours per week are eligible to enroll in the County's comprehensive group hospitalization, medical, vision and dental insurance plans.

B. Premium costs are shared by full-time employees and the County through payroll deduction. Eligible part-time employees pay the full premium for all plans for

coverage through payroll deduction. A pre-tax deduction Section 125 Plan is available at the time of enrollment. Beginning December 1, 2023 through November 30, 2026, the overall aggregate cost of the County's health insurance programs, shall be shared by the County and the union and non-union employees at the overall aggregate rate of eighty-three percent (83%) borne by the County and seventeen percent (17%) borne by the union and non-union employees. It is understood that individual premium rates and percentage contribution levels will vary across plans and will be based on an employee's plan selection each year, but the overall aggregate percentage rates borne by the County and the union and non-union employees shall remain the same through November 30, 2026.

C. The County reserves the right to self-insure, change carriers and engage in cost containment measures during the term of this Agreement so long as the benefits and coverages sought are substantially similar to those being currently offered.

D. The parties agree to continue the implementation of a Wellness Plan component for Employees and spouses covered by the County's health insurance plans. Participation in the Wellness Plan shall be defined as participating in an annual health evaluation which shall continue to be limited to completing an assessment, providing a blood sample, and receiving a health evaluation report. No other additional action on the part of any employee or spouse shall be required. The Employer agrees that participation (or non-participation) in the Wellness Plan shall not be used in any way to initiate or support an employment action of any kind. The parties further agree that accommodations shall be made to facilitate participation of retired employees that reside outside of Kane County. Participation in the Wellness Plan shall not require or constitute any waiver of an individual's right to privacy under HIPAA, or other applicable laws. Employees and/or their spouses who choose not to participate shall continue to pay an additional \$50 per employee and/or spouse per month toward health insurance premiums.

Section 2. Future Plans

Should the County adopt plans or policies which affect Employee's insurance benefits (including what is commonly referred to as flexible benefit program), employees of the Employer shall have the option to participate in the same plans or programs in the same manner as other County Employees.

In addition, in the event the County agrees to a lower overall contribution for employees who participate in County plan(s), the lower overall contribution rate shall apply to employees covered by this Agreement.

Section 3. Life Insurance

The County will provide information concerning any available additional life insurance through IMRF and at the request of the employee shall make such necessary deductions from the employee's paycheck.

Section 4. Health Care Continuation Coverage for Retirees, Medicare Eligible Retirees and Disabled Employees

A. Retirees-

The County shall pay 10% of the cost of continued medical insurance benefits under the same terms and coverage for the non-Medicare eligible retired employee as the employee received for the 12 months preceding retirement.

Employees retiring under regular IMRF must be at least 55 years of age with at least eight (8) years of service.

In order to be eligible for the 10% premium reduction, an employee must have been employed by the County for 15 or more consecutive years.

Retired employees who wish to take advantage of this medical insurance must pay 90% of the premium for either single or dependent coverage. The premium is due on the 1st of each month and must be submitted to Human Resources in order for coverage to be maintained.

B. Medicare Eligible Retirees, Disabled Employees and Surviving Spouses-

Kane County offers a reduced benefit PPO health care plan to Medicare eligible retirees, disabled employees and surviving spouses. The PPO plan includes a separate deductible of \$500.00 for outpatient drugs to be paid at 80% (coinsurance does not go towards the outpatient prescription maximum). The full amount of the premium that must be paid is established by the County Board each year.

C. Retirees

Retired employees may elect to change medical insurance plans during the annual open enrollment period for active County employees each year.

ARTICLE 26
VACANCIES

Section 1. Determination of Vacancies

The Employer shall solely determine when a vacancy or duty assignment exists and whether or not to fill the vacancy or duty assignment.

Section 2. Notification of Vacancy

When a vacancy exists in an existing job classification or as a result of a new job classification, notice of such vacancy shall be posted announcing the vacancy and application process for inspection by members. The posting will be for at least 10 days. Employees may also submit requests for any vacant job open to their respective Bargaining Unit at any time.

Section 3. Selection

The Employer or his/her designee shall be the sole person to select those persons to fill the vacancies.

ARTICLE 27
SAFETY AND HEALTH

Section 1. General Duty

The Employer and Union shall cooperate so that the Employer can continue its efforts to provide for a safe working environment, including tools and equipment, for its employees as is legally required by federal and state laws.

The parties agree that grievances alleging violation of Section 1 of this Article may be filed at Step 3 of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

Section 2. Fitness for Duty Evaluation

Employees may be required to undergo a physical or psychological fitness for duty evaluation by the Employer, or his or her designee, where there is a reasonable belief that an employee may not be physically, emotionally or mentally fit to carry out his or her essential job duties. Minimum physical requirements of the position include: the ability to move 100 pounds; the ability to sit at and type on a computer for long periods of time; the ability to drive a Coroner vehicle to death scenes; climbing, twisting, reaching, pulling, pushing, lifting, carrying, crouching, kneeling and dragging are normally required in a number of death investigations; and crawling, swimming or standing in water may be required in non-routine and unusual situations. Determining that a fitness for duty evaluation is warranted shall be made by the Coroner or his/her designee. The basis for the determination shall be set forth in writing to the employee ten (10) days prior to the time the employee is to undergo such testing. However, the ten (10) day notice shall be waived when the employee's conduct imminently or directly threatens the safety to self or others. In that case, a copy shall be given to the employee at the time the employee is ordered to undergo such evaluation.

All examinations and inquiries into an employee's fitness for duty shall be both job related and consistent with operational necessity and shall be no broader or more intrusive than deemed necessary by qualified, licensed and certified medical doctors, psychiatrists or psychologists.

An Employee shall have the right to inform the Union of the order after it is received and shall have the right to secure a similar fitness for duty evaluation at the employee's own expense from a qualified, licensed and certified medical doctor, psychiatrist or psychologist of their own choosing.

The Employee shall sign any and all releases or authorizations required by the medical doctor, psychiatrist, or psychologist, as the case may be, to release the information and evaluation obtained as a result of a fitness for duty evaluation to the Employer. The Employer recognizes the employee's right to privacy and agrees that any information and

evaluation obtained pursuant to this section shall be placed in the employee's secure medical file. The evaluation and information provided to the Employer as a result of such fitness for duty evaluation shall be provided to the employee.

In the event the Coroner seeks to terminate an employee covered under this Agreement, based on the fitness for duty evaluation and other information, the Coroner or his/her designee shall meet with the employee involved and inform the employee of the contemplated action and the reason thereof. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee. If the Employer and the Employee are unable to agree to the findings of the fitness for duty examination, the doctors representing the employee and the County shall pick a third party qualified physician in that field to arbitrate the decision. The physician can be chosen from a list of area physicians qualified in that practice.

Section 3. Drug and Alcohol Testing

See Appendix A reference Drug and Alcohol Testing procedures.

ARTICLE 28
HOURS OF WORK

Section 1. Hours/Overtime

(A) The purpose of this Article is to define the Hours of Work, the means of scheduling Time Off, and provide a basis for the computation of straight time, overtime, and other premium wages consistent with the Fair Labor Standards Act. Nothing in this Article shall be construed as a guarantee of hours of work. This Article is not intended to establish a claim to compensation in any form for hours not physically worked except as specifically provided for in this Agreement.

(B) Work Week/Period.

The work week is one-hundred and sixty-eight (168) hour period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. Time worked shall be defined according to the Fair Labor Standards Act.

(C) Overtime.

Overtime is defined as all authorized work in excess of forty (40) hours per work period. Overtime work shall be rounded to the nearest quarter (1/4) hour. Time spent on sick leave, vacations or authorized leave shall not be considered hours worked in computing overtime, however, holidays and compensatory time off (if applicable) shall be considered hours worked in computing overtime. Overtime shall be paid at the rate of time and one-half an employee's base rate of pay.

Section 2. General Provisions for All Employees

(A) “The Work Day and the Work Week”

The Work Day for non-continuous operations staff shall consist of eight (8) consecutive hours with one-hour unpaid meal period plus two (2) paid fifteen (15) minutes rest periods. Office hours to be staffed during daytime hours Monday through Friday and a second shift on Wednesday to be staffed, at the discretion of the Coroner, from 12:30 p.m. to 8:30 p.m. with one Deputy Coroner and one Administrative employee. (35 regular, in-office hours per week.)

The Work Day for continuous operations staff (e.g., Deputy Coroners) assigned to a twelve-hour shift schedule shall consist of twelve (12) consecutive hours with a one-hour paid meal period. Deputy Coroners will be assigned to a rotating, Sunday through Saturday, twelve (12) hour shift schedule (A-Shift=0900-2100 hours, B-Shift =2100-0900 hours or C-Shift=1000-2200 hours) (36 to 48 regular hours per week). A Deputy Coroner’s schedule may be modified by the Coroner in his discretion in accordance with the needs of the Kane County Coroner’s Office. The Union and the assigned Deputy Coroner will then be reasonably notified of any change of assigned hours so that volunteers may first be sought; the Coroner shall endeavor when possible to give at least seven (7) days’ advance notice.

(B) “Meal Periods”

Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, one-hour unpaid meal period. Subject to operational needs, employees shall have the right to leave the work site during such periods. If Employees begin their meal period and they are asked to work during their meal period for more than a de minimis amount of time (e.g. transferring of calls shall be considered de minimis), they will receive thirty (30) minutes’ pay for work performed during their meal period up to one half hour. If employees work longer than one half hour, they will receive pay for actual time worked. The Union will create and administer a rotation system whereby employees are offered the opportunity to work during their meal period that results in an equitable distribution. In exceptional circumstances, if an Employee has not been able to take his/her one-hour meal period, the Coroner or his designee, in his sole discretion, may flex the Employee’s hours for that day.

(C) Shift Pick Rotation

Shift picks for Deputy Coroners shall be done biannually approximately one month prior to the start of a new six (6) month shift schedule. First pick for shift selection shall be offered on a rotating basis based off the seniority list referenced in Article 9, Section 3 of this Agreement, with the most senior employee provided the initial opportunity for first pick, then rotating through the seniority list to the least senior employee for first pick, before resuming with the most senior employee for first pick. Following the first pick for shift selection, the remaining employees shall pick their shift by rotating through the seniority list starting with the employee listed after the employee that received the opportunity of first pick.

However, any newly hired Deputy Coroner shall be assigned to C-Shift=1000-2200 hours upon hiring for training purposes. After completing the initial C-shift assignment, any

newly hired Deputy Coroner shall pick last at their first opportunity to pick a shift and thereafter shall assume their place in the seniority list rotation based on their date of hire.

Any Deputy Coroner who has been previously terminated and subsequently rehired and has lost his/her applicable seniority, as outlined in Article 9, Section 2 of this Agreement, shall use the date of rehiring for purposes of the seniority list rotation for shift picks.

Section 3. Shift Trading

Provided there is no disruption of services, employees within the same division and classification may agree, solely at their option and with the approval of their supervisor, to substitute for one another and to trade their regularly scheduled daily shifts (or any portion thereof), subject to the provisions outlined below.

1. Trades are restricted to personnel with the same classification.
2. Shifts to be traded must be within sixty (60) days of each other and shall be limited to the regularly scheduled daily shifts the involved personnel are required to work.
3. Employees desiring to trade shifts must provide advance notice to their supervisor(s) on the affected shifts, by fully completing and signing the appropriate form, and submitting it to the supervisor(s). The completed form must be approved and signed by their supervisor(s) on the affected shifts prior to any trade. In the event it is not possible to submit a fully executed form prior to the shift trade, the employees involved in the trade will email or text the supervisor to confirm their agreement concerning the trade, and the supervisor will either approve or deny via email or text. The employees will then follow-up with a completely signed form on their next scheduled work day.
4. The hours worked by the employees involved in the trade shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.
5. Any employee failing to appear for an approved trade, for any reason, will be required to use his/her accrued paid benefit time to cover the hours or will be docked pay for the missed hours. Any failure to report to work without proper notice is a policy violation and may result in appropriate discipline.
6. The employer is not responsible for any lost time (unfulfilled trade payback) due to a substituting employee's termination, retirement, change of division, etc. It is always a possibility that an employee may not be paid back for a trade day by another employee due to such occurrences. In such an event, the employee will

be responsible for working his/her regularly assigned shift, unless he or she is approved to use paid benefit time.

Section 4. Overtime Procedure

Overtime shall be distributed as equally as possible among employees who normally perform the work in the position classification in which the overtime is needed. If all employees in a given shift decline the opportunity to work the offered overtime, the Employer may mandate that employees work the overtime from least senior employee to most senior employee. After all employees in said shift have been required to work overtime, the process shall repeat itself.

The Union shall be furnished overtime records on request, but not more than on a quarterly basis, except in the event of a bona fide dispute regarding the provisions of this Article, showing the number of overtime hours worked by each employee.

Section 5. Alternative Schedules

Alternative schedules and flex-time may be utilized. Decisions of the Employer regarding employee requests for alternative schedules or flex-time shall not be subject to the grievance procedure.

Section 6. Scheduling of Single Vacation Days Time Off

Requests for time off shall be submitted between the 1st and the 15th of the previous month and will be granted on the basis of department seniority. Any requests for time off after the 15th of the previous month will be based on calendar date of submission. Time off submitted less than forty-eight (48) hours prior to the beginning of the shift may be subject to operational needs.

No more than one (1) Deputy Coroner and one (1) Secretary will be granted time off on the same day which may include a vacation week. Nothing in the above formula shall limit the Coroner's ability to grant additional time off based on staffing levels.

ARTICLE 29
SUBCONTRACTING

Section 1. General Policy

It is the general policy of the employer to continue to utilize employees to perform work for which they are qualified to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of economy, improved work product or emergency.

Section 2. Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the sub-contractor hire laid off employees.

ARTICLE 30
COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS

Section 1. Complete Agreement

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as otherwise provided in this Agreement, The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- a) any subject matter or matter specifically referred to or covered in this Agreement and
- b) subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

Section 2. Maintenance of Standards

a. However, except as otherwise provided in this Agreement, the Employer agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining unit without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the Agreement the Agreement shall prevail.

b. The Employer agrees that if during the term of this Agreement, it enters into any new agreement with any union or employee group considered to be a county department providing for increased fringe benefits greater than those provided herein (fringe benefits are defined as health and life insurance, vacation, sick leave, and tuition reimbursement) the Employer shall notify the Union and upon request, negotiate with the Union concerning the application of the fringe benefit to the bargaining units. However, it is the intent of the

Employer not to provide such increased fringe benefit to other union or County Departments without making the same provisions available to the bargaining units.

ARTICLE 31
TERMINATION

This Agreement shall be effective December 1, 2023, and shall continue in full force and effect until midnight November 30, 2026, and thereafter from year to year, unless not more than one hundred eighty (180) days, but not less than sixty (60) days prior to November 30, 2026 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of February 2025.

FOR THE EMPLOYER:

Monica Silva
Kane County Coroner

Corinne Pierog
Chairman, Kane County Board

FOR THE UNION:

Lisa Kreighbaum, Local President
Policemen's Benevolent Labor
Committee (P.B.L.C.)

Gabriela Allison, Local Vice President
Policemen's Benevolent Labor
Committee (P.B.L.C.)

APPENDIX A
DRUG AND ALCOHOL TESTING

Section 1. Statement of Policy

It is the policy of the Coroner that the public has a reasonable right to expect the employees of the Coroner to be free from the effects of drugs and alcohol and have the physical stamina and emotional stability to perform their assigned duties. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any rights of the employees established in this Agreement. Unlawful use of drugs as well as being under the influence of alcohol or the unauthorized consumption of alcohol while on duty shall be cause for discipline, up to and including discharge.

Section 2. Prohibitions

Employees shall be prohibited from:

- a) being under the influence of alcohol or illegal drugs during the course of their workday;
- b) consuming or possessing alcohol, except as may be necessary in the performance of their duty, at any time during the workday, or anywhere on the Employer's premises or work sites, buildings or properties or any vehicle owned by the Employer or any vehicle not owned by the Employer but used in service to the Employer;
- c) the unlawful manufacture, possession, use, sale, purchase, dispensation, or delivery of any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- e) intentionally tampering with, substituting for, or causing another person to tamper with, substitute for a urine and/or blood specimen.

Section 3. Drug and Alcohol Testing Permitted

Testing is permitted where the Employer has reasonable suspicion to believe.

- a) that an employee is under the influence of alcohol or illegal drugs during the course of the workday;
- b) has abused prescribed drugs; or
- c) has used illegal drugs.

- d) employee appears to be unable to perform his/her job safely.

The Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also require an employee to randomly submit to alcohol or drug testing where the employee is assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such employee's duties are primarily related to drug enforcement. The Employer may require any employee accepting an assignment requiring a commercial driver's license to submit to alcohol or drug testing as may be permitted by law. The foregoing shall not limit the right of the Employer to conduct any tests it may deem appropriate for persons seeking employment with the Coroner or the County, transfer or upon promotion to another position within the County.

Section 4. Order to Submit to Reasonable Suspicion Testing.

At the time an employee is directed to submit to testing as authorized by this Agreement, the Employer shall provide the employee with oral notice briefly outlining the reasonable suspicion leading to the request. Within seventy-two (72) hours of the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee and the Union with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may possess.

Section 5. Random Drug Testing.

- a) All employees of this bargaining unit will be subject to Random Drug Testing. Such testing will be during an employee's regularly scheduled shift.
- b) Upon notification that an employee is scheduled for Random Drug Testing, such employee will appear at the required location specified for the drug testing. **(See Appendix B)**
- c) The employee must appear at the required location during their regularly scheduled shift, but not later than 6 hours from the time they receive the notice.
- d) The employee will be required to show a photo identification card to the testing agency upon their arrival to verify their true identity before the testing procedure will begin. If the employee does not have a photo ID then the on duty supervisor will be required to go to the location and verify the identity of the employee.
- e) The random selection process shall be by computer generated numbers. Such computer-generated program shall be performed by an outside contractor hired by the Coroner after consultation with the Union. The outside contractor shall be one that specializes in such functions.

- f) The outside contractor shall not select more than two (2) Employer's employees from the computer-generated list per month for random drug testing.
- g) The dates for said tests shall also be chosen at random by the same outside contractor. To maintain the security of the selection process, the contractor shall deal only with the Employer or, in the Employer's absence, a designee for purposes of notifying the Employer of testing dates and individuals selected. The list of selected member(s) shall be provided to the Union after the testing dates for the affected member(s).
- h) On the same day the employee has been given notice for testing, the Union representative will also be notified that the employee has been selected. The Union representative shall insure only those employees originally selected were actually tested. The Coroner or designee shall assist the Union representative in understanding any discrepancies.
- i) Immediately after being ordered, refusal to report for testing shall constitute insubordination and will result in the imposition of statutory and departmental rules, regulations and procedures concerning the imposition of discipline.
- j) An employee who tests positive after a random drug test shall be subject to the same conditions as those who test positive under "reasonable suspicion" drug test.
- k) The random selection of a member will not result in the member's name being removed from any future selection process.
- l) If an employee is selected for a random test, but is unavailable due to extenuating circumstances, no disciplinary action will be taken (e.g., at a death scene investigation). The test will be administered as soon as practicable after the employee is available.

Section 6. Tests to be Conducted

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

- a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) and Department of Transportations (DOT)
- b) select a laboratory or facility that conforms to all NIDA standards and DOT;
- c) establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result;

- d) collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing, if requested by the employee;
- e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;
- f) confirm any sample that tests positive in the initial screening for drugs by re-testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected rug or drug metabolites;
- g) provide the tested employee with the opportunity to have an additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- h) require that a laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of the tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interest;
- i) require that with regard to drug testing, for the purpose of determining whether the employee is under the influence of drugs on a 5 panel drug test with test results higher than the following:

Amphetamines	1000ng/ml
Cocaine Metabolites	300ng/ml
Marijuana Metabolites	50ng/ml
Opiates	2000ng/ml
Phencyclidine	25ng/ml

Those testing higher will be removed from safety sensitive positions.

- j) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive; those testing .02 or higher, will be removed from safety sensitive positions.

- k) provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- l) ensure that no employee is the subject of any adverse employment action except emergency temporary assignment or relief of duty during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 7. Right to Contest.

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

Section 8. Discipline.

Employees who refuse to submit to testing for the presence of illegal drugs or alcohol during hours of work shall be subject to immediate discharge.

APPENDIX B
DRUG TESTING LOCATIONS

Midwest Occupational Health MS
221 S. Lincolnway St., North Aurora, IL 60542
Walk-in drug testing 10:30 a.m. to 4:30 p.m.

APPENDIX C

The starting base wage for bargaining unit employees is as follows:

Secretary - \$18.00/hr.
Deputy Coroner - \$20.00/hr.
Office Manager - \$25.00/hr.

The following wage increases for bargaining unit employees on the payroll as of dates indicated below will be effective as follows:

FY2024 – 4.5% across the board increase effective on December 1, 2023
FY2025 – 4.0% across the board increase effective on December 1, 2024
FY2026 – 3.0% across the board increase effective on December 1, 2025

The above wage increases will be paid as reflected, via regular payroll, minus applicable withholdings and deductions.


APPENDIX D

**Kane County
Health Plan Features**



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u>?	\$1,500 Individual/\$3,000 Family <u>Prescription drug</u> expense limit: \$500 Individual/\$1,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u>?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u>?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of <u>participating providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>Referral</u> to see a <u>specialist</u>?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>Referral</u> before you see the <u>specialist</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	<u>Referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs. Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available. Certain women's <u>preventative services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. 30-day retail/90-day mail. RX Out-of-Pocket Expense Limit: \$500 Individual/\$1,500 Family. Coverage based on group policy. Prior <u>authorization</u> may be required. Specialty retail limited to a 30-day supply.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order)	Not Covered	
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	Not Covered	
	<u>Specialty drugs</u>	Applicable <u>copay</u>	Not Covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need immediate medical attention	<u>Emergency room care</u>	\$500 <u>copay</u> /visit	\$500 <u>copay</u> /visit	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Ground transportation only.
	<u>Urgent care</u>	\$30 <u>copay</u> /visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay</u> /visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	\$250 <u>copay</u> /admission	Not Covered	Unlimited days. <u>Referral</u> required.
If you are pregnant	Office visits	\$30 PCP/\$50 SPC <u>copay</u> /visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Rehabilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	60 visits combined for all therapies. <u>Referral</u> required.
	<u>Habilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	
	<u>Skilled nursing care</u>	\$250 <u>copay</u> /admission	Not Covered	Excludes custodial care. <u>Referral</u> required.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Referral</u> required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	No Charge	Not Covered	Inpatient <u>copay</u> may apply. <u>Referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at <u>participating providers</u> .
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Custodial care • Dental care (Adult) 	<ul style="list-style-type: none"> • Long-term care • Non-emergency care when traveling outside the U.S. 	<ul style="list-style-type: none"> • Private-duty nursing • Routine foot care (with the exception of person with diagnosis of diabetes)
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> • Chiropractic care • Hearing aids (for children 1 per ear every 24 months for, adults up to \$2,500 per ear every 24 months) • Infertility treatment 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsil.com • Routine eye care (Adult) • Weight loss programs (except when non-medically supervised)

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

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

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

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

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

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

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

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

About these Coverage Examples:



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

Peg is Having a Baby

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

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>copayment</u>	\$250
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$360

Managing Joe's Type 2 Diabetes

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

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>copayment</u>	\$250
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture

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

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>copayment</u>	\$250
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$600
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$600

Health care coverage is important for everyone.

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

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

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

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

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

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

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

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


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

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعد أسئلة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બીજા વ્યક્તિને એસ.બી.એમ. કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની હસ છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éí doodago la'da biká anánilwo'ígíí, na'ídiłkidgo, ts'ídá bee ná ahóóti'i' t'áá níik'e níká a'doolwoł dóó bina'ídiłkidígíí bee ní h odoonih. Ata'dahalne'ígíí bich'i' hodiilnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u>?	\$1,500 Individual/\$3,000 Family <u>Prescription drug</u> expense limit: \$500 Individual/\$1,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u>?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u>?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of <u>participating providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>Referral</u> to see a <u>specialist</u>?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>Referral</u> before you see the <u>specialist</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	<u>Referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs. Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available. Certain women's <u>preventative services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. 30-day retail/90-day mail. RX Out-of-Pocket Expense Limit: \$500 Individual/\$1,500 Family. Coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order)	Not Covered	
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	Not Covered	
	<u>Specialty drugs</u>	Applicable <u>copay</u>	Not Covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need immediate medical attention	<u>Emergency room care</u>	\$250 <u>copay</u> /visit	\$250 <u>copay</u> /visit	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Ground transportation only.
	<u>Urgent care</u>	\$30 <u>copay</u> /visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay</u> /visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	\$250 <u>copay</u> /admission	Not Covered	Unlimited days. <u>Referral</u> required.
If you are pregnant	Office visits	\$30 <u>copay</u> /visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	\$250 <u>copay</u> /admission	Not Covered	
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Rehabilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	60 visits combined for all therapies. <u>Referral</u> required.
	<u>Habilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	
	<u>Skilled nursing care</u>	\$250 <u>copay</u> /admission	Not Covered	Excludes custodial care. <u>Referral</u> required.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Referral</u> required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	No Charge	Not Covered	Inpatient <u>copay</u> may apply. <u>Referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at <u>participating providers</u> .
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Custodial care • Dental care (Adult) 	<ul style="list-style-type: none"> • Long-term care • Non-emergency care when traveling outside the U.S. 	<ul style="list-style-type: none"> • Private-duty nursing • Routine foot care (with the exception of person with diagnosis of diabetes)
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> • Chiropractic care • Hearing aids (for children 1 per ear every 24 months for, adults up to \$2,500 per ear every 24 months) • Infertility treatment 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsil.com • Routine eye care (Adult) • Weight loss programs (except when non-medically supervised)

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

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

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

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

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

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

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

About these Coverage Examples:



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

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) copayment \$250
- Other copayment \$0

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$360

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) copayment \$250
- Other copayment \$0

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) copayment \$250
- Other copayment \$0

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$500



Health care coverage is important for everyone.

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

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

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

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

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

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

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

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


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

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعدك أسئلة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બાજી વ્યાજને એસ.બી.એમ. કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે તમારી ભાષામાં મદદ અને માહિતી મેળવવાનો હક્ક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में नि:शुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ní, éí doodago ta'da bíká anáníłwo'ígíí, na'idíłkídgo, ts'idá bee ná ahóótí'i t'áá nííł'e níká a'doolwoł dóó bina'idíłkídígíí bee níł h odoonih. Ata'dahalne'ígíí bich'í' hodiilnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
PolSKI Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u>?	\$1,500 Individual/\$3,000 Family <u>Prescription drug</u> expense limit: \$500 Individual/\$1,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u>?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u>?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of <u>participating providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>Referral</u> to see a <u>specialist</u>?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>Referral</u> before you see the <u>specialist</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	<u>Referral</u> required.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs. Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available. Certain women's <u>preventative services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. 30-day retail/90-day mail. RX Out-of-Pocket Expense Limit: \$500 Individual/\$1,500 Family. Coverage based on group policy. Prior <u>authorization</u> may be required. Specialty retail limited to a 30-day supply.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order)	Not Covered	
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	Not Covered	
	<u>Specialty drugs</u>	Applicable <u>copay</u>	Not Covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need immediate medical attention	<u>Emergency room care</u>	\$500 <u>copay</u> /visit	\$500 <u>copay</u> /visit	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Ground transportation only.
	<u>Urgent care</u>	\$30 <u>copay</u> /visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay</u> /visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	\$250 <u>copay</u> /admission	Not Covered	Unlimited days. <u>Referral</u> required.
If you are pregnant	Office visits	\$30 PCP/\$50 SPC <u>copay</u> /visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Rehabilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	60 visits combined for all therapies. <u>Referral</u> required.
	<u>Habilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	
	<u>Skilled nursing care</u>	\$250 <u>copay</u> /admission	Not Covered	Excludes custodial care. <u>Referral</u> required.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Referral</u> required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	No Charge	Not Covered	Inpatient <u>copay</u> may apply. <u>Referral</u> required.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at <u>participating providers</u> .
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Custodial care • Dental care (Adult) 	<ul style="list-style-type: none"> • Long-term care • Non-emergency care when traveling outside the U.S. 	<ul style="list-style-type: none"> • Private-duty nursing • Routine foot care (with the exception of person with diagnosis of diabetes)
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> • Chiropractic care • Hearing aids (for children 1 per ear every 24 months for, adults up to \$2,500 per ear every 24 months) • Infertility treatment 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsil.com • Routine eye care (Adult) • Weight loss programs (except when non-medically supervised)

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

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Peg is Having a Baby

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

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>copayment</u>	\$250
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$360

Managing Joe's Type 2 Diabetes

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

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>copayment</u>	\$250
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
 Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture

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

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>copayment</u>	\$250
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$600
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$600

Health care coverage is important for everyone.

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

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

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

Office of Civil Rights Coordinator
300 E. Randolph St.
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Phone: 855-664-7270 (voicemail)
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You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

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

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


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

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعدك أسئلة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બાજી વ્યાકતેને એસ.બી.એમ. કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની હસ છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éí doodago la'da biká anánilwo'ígíí, na'ídiłkidgo, ts'ídá bee ná ahóóti'i' t'áá níik'e níká a'doolwoł dóó bina'ídiłkidígíí bee ní h odoonih. Ata'dahalne'ígíí bich'i' hodiilnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$0	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your <u>deductible</u> ?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$1,500 Individual/\$3,000 Family Prescription drug expense limit: \$500 Individual/\$1,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of <u>participating providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>Referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>Referral</u> before you see the <u>specialist</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	<u>Referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs. Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available. Certain women's <u>preventative services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. 30-day retail/90-day mail. RX Out-of-Pocket Expense Limit: \$500 Individual/\$1,500 Family. Coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order)	Not Covered	
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	Not Covered	
	<u>Specialty drugs</u>	Applicable <u>copay</u>	Not Covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need immediate medical attention	<u>Emergency room care</u>	\$250 <u>copay</u> /visit	\$250 <u>copay</u> /visit	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Ground transportation only.
	<u>Urgent care</u>	\$30 <u>copay</u> /visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay</u> /visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	\$250 <u>copay</u> /admission	Not Covered	Unlimited days. <u>Referral</u> required.
If you are pregnant	Office visits	\$30 <u>copay</u> /visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Rehabilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	60 visits combined for all therapies. <u>Referral</u> required.
	<u>Habilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	
	<u>Skilled nursing care</u>	\$250 <u>copay</u> /admission	Not Covered	Excludes custodial care. <u>Referral</u> required.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Referral</u> required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	No Charge	Not Covered	Inpatient <u>copay</u> may apply. <u>Referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at <u>participating providers</u> .
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Custodial care • Dental care (Adult) 	<ul style="list-style-type: none"> • Long-term care • Non-emergency care when traveling outside the U.S. 	<ul style="list-style-type: none"> • Private-duty nursing • Routine foot care (with the exception of person with diagnosis of diabetes)
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> • Chiropractic care • Hearing aids (for children 1 per ear every 24 months for, adults up to \$2,500 per ear every 24 months) • Infertility treatment 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsil.com • Routine eye care (Adult) • Weight loss programs (except when non-medically supervised)

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

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

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

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

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

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

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

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

About these Coverage Examples:



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

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) copayment \$250
- Other copayment \$0

This EXAMPLE event includes services like:

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$360

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) copayment \$250
- Other copayment \$0

This EXAMPLE event includes services like:

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) copayment \$250
- Other copayment \$0

This EXAMPLE event includes services like:

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$500



Health care coverage is important for everyone.

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

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

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Phone: 855-664-7270 (voicemail)
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U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

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




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

<p>Español Spanish</p>	<p>Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.</p>
<p>العربية Arabic</p>	<p>اين كان لديك او لدى شخص تساعد اسئله، فلدك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون اية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.</p>
<p>繁體中文 Chinese</p>	<p>如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。</p>
<p>Français French</p>	<p>Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.</p>
<p>Deutsch German</p>	<p>Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.</p>
<p>ગુજરાતી Gujarati</p>	<p>જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બાજી વ્યાક્તને એસ.બી.એમ. કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે તમારી ભાષામાં મદદ અને માહિતી મેળવવાનો હક્ક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.</p>
<p>हिंदी Hindi</p>	<p>यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।</p>
<p>Italiano Italian</p>	<p>Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.</p>
<p>한국어 Korean</p>	<p>만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.</p>
<p>Diné Navajo</p>	<p>T'áá ní, éí doodago ta'da bíká anáníłwo'ígíí, na'ídiłkidgo, ts'ídá bee ná ahóótí'i t'áá nííł'e níká a'doolwoł dóó bina'ídiłkidgíí bee níł h odoonih. Ata'dahalne'ígíí bich'í' hodiilnih kwe'e 855-710-6984.</p>
<p>فارسی Persian</p>	<p>اگر شما، یا کسی که شما به او کمک می کنید، سوالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.</p>
<p>Polski Polish</p>	<p>Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy w własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.</p>
<p>Русский Russian</p>	<p>Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.</p>
<p>Tagalog Tagalog</p>	<p>Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.</p>
<p>اردو Urdu</p>	<p>اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔</p>
<p>Tiếng Việt Vietnamese</p>	<p>Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.</p>



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-295-0593 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For In-Network: \$750 Individual/\$2,250 Family For Out-of-Network: \$1,500 Individual/\$4,500 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> , services that charge a <u>copay</u> , <u>prescription drugs</u> , and emergency room services are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. \$300 <u>deductible</u> for Out-of-Network hospital admission. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
What is the out-of-pocket limit for this plan?	For In-Network: \$3,000 Individual/\$9,000 Family For Out-of-Network: \$6,000 Individual/\$18,000 Family <u>Prescription drug</u> expense limit: \$500 Individual/\$1,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-295-0593 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	Virtual Visits: \$30/visit; <u>deductible</u> does not apply. See your benefit booklet* for details.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	40% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com .	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$10 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	30-day supply at Retail 90-day supply at Mail Order Rx Out-of-Pocket Expense Limit: \$500 Individual/\$1,500 Family
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$40 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	For Out-of-Network drug <u>provider</u> , you are responsible for 50% of the eligible amount after the <u>copayment</u> .
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$60 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available. Certain women's <u>preventive services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	<u>Specialty drugs</u>	\$60 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Not Covered	<u>Specialty drug</u> coverage based on group policy. Prior <u>authorization</u> may be required. Specialty retail limited to a 30-day supply.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	\$500 <u>copay</u> /visit; <u>deductible</u> does not apply	\$500 <u>copay</u> /visit; <u>deductible</u> does not apply	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	\$30 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay</u> /office visit; <u>deductible</u> does not apply; 20% <u>coinsurance</u> for other outpatient services	40% <u>coinsurance</u>	PCP <u>copay</u> applies to psychotherapy office visit only. <u>Preauthorization</u> may be required; see your benefit booklet* for details. Virtual Visits: \$30/visit; <u>deductible</u> does not apply. See your benefit booklet* for details.
	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required.
If you are pregnant	Office visits	\$30 PCP/\$50 SPC <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	<u>Copay</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price). <u>Preauthorization</u> may be required.
	<u>Hospice services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> Acupuncture Dental care (Adult) 	<ul style="list-style-type: none"> Long-term care Routine eye care (Adult) 	<ul style="list-style-type: none"> Routine foot care (with the exception of person with diagnosis of diabetes) Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> Bariatric surgery Chiropractic care (Chiropractic and Osteopathic manipulation limited to 15 visits per calendar year) Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> Hearing aids for children 1 per ear, every 24 months, for adults up to \$2,500 per ear every 24 months) Infertility treatment Most coverage provided outside the United States. See www.bcbsil.com 	<ul style="list-style-type: none"> Non-emergency care when traveling outside the U.S. Private-duty nursing (with the exception of inpatient private duty nursing) (unlimited visits per calendar per year)

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

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-295-0593, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-295-0593 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-295-0593.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-295-0593.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-295-0593.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-295-0593.

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

About these Coverage Examples:



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

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$750
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$750
<u>Copayments</u>	\$30
<u>Coinsurance</u>	\$2,200
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$3,040

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$750
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$750
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$30
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,800

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$750
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$750
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$200
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,450

Health care coverage is important for everyone.

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

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

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

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

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

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

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

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


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

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعدك أسئلة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બીજા વ્યક્તિને એસ.બી.એમ. કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની હક છે. કૃપાપૂર્વક સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसकी सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में नि:शुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éi doodago ía'da biká anánílwo'ígíí, na'ídiłkígo, ts'ídá bee ná ahóótí'i' t'áá níik'e níká a'doolwoł dóó bina'ídiłkígo'ígíí bee ní h odoonih. Ata'dahalne'ígíí bich'í' hodiilnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سؤالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-295-0593 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u>?	For In-Network: \$750 Individual/\$2,250 Family For Out-of-Network: \$1,500 Individual/\$4,500 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u>?	Yes. Certain <u>preventive care</u> , services that charge a <u>copay</u> , <u>prescription drugs</u> , and emergency room services are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	Yes. \$300 <u>deductible</u> for Out-of-Network hospital admission. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u>?	For In-Network: \$2,750 Individual/\$8,250 Family For Out-of-Network: \$5,500 Individual/\$14,250 Family <u>Prescription drug expense limit</u> : \$500 Individual/\$1,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u>?	<u>Premiums</u> , <u>balance-billing</u> charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u>?	Yes. See www.bcbsil.com or call 1-800-295-0593 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u>?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	Virtual visits: \$30/visit; <u>deductible</u> does not apply. See your benefit booklet* for details.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	40% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$10 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	30-day supply at Retail 90-day supply at Mail Order Rx Out-of-Pocket Expense Limit: \$500 Individual/\$1,500 Family
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$40 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	For Out-of-Network drug <u>provider</u> , you are responsible for 50% of the eligible amount after the <u>copayment</u> .
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$60 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available. Certain women's <u>preventive services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	<u>Specialty drugs</u>	\$60 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Not Covered	<u>Specialty drug</u> coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$250 <u>copay</u> /visit; <u>deductible</u> does not apply	\$250 <u>copay</u> /visit; <u>deductible</u> does not apply	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	\$30 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay</u> /office visit; <u>deductible</u> does not apply; 20% <u>coinsurance</u> for other outpatient services	40% <u>coinsurance</u>	PCP <u>copay</u> applies to psychotherapy office visit only. <u>Preauthorization</u> may be required; see your benefit booklet* for details. Virtual Visits: \$30/visit; <u>deductible</u> does not apply. See your benefit booklet* for details.
	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required.
If you are pregnant	Office visits	\$30 PCP/\$50 SPC <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	<u>Copay</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price). <u>Preauthorization</u> may be required.
	<u>Hospice services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Acupuncture • Dental care (Adult) 	<ul style="list-style-type: none"> • Long term care • Routine eye care (Adult) 	<ul style="list-style-type: none"> • Routine foot care (with the exception of person with diagnosis of diabetes) • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care (Chiropractic and Osteopathic manipulation limited to 15 visits per calendar year) • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> • Hearing aids for children 1 per ear every 24 months, for adults up to \$2,500 per ear every 24 months) • Infertility treatment • Most coverage provided outside the United States. See www.bcbsil.com 	<ul style="list-style-type: none"> • Non-emergency care when traveling outside the U.S. • Private-duty nursing (with the exception of inpatient private duty nursing) (unlimited visits per calendar year)

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

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-295-0593, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-295-0593 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-295-0593.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-295-0593.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-295-0593.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-295-0593.

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

About these Coverage Examples:



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

Peg is Having a Baby

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

■ The <u>plan's</u> overall <u>deductible</u>	\$750
■ <u>Specialist copayment</u>	\$50
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$750
<u>Copayments</u>	\$30
<u>Coinsurance</u>	\$2,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,810

Managing Joe's Type 2 Diabetes

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

■ The <u>plan's</u> overall <u>deductible</u>	\$750
■ <u>Specialist copayment</u>	\$50
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$750
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$30
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,800

Mia's Simple Fracture

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

■ The <u>plan's</u> overall <u>deductible</u>	\$750
■ <u>Specialist copayment</u>	\$50
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$750
<u>Copayments</u>	\$400
<u>Coinsurance</u>	\$200
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,350

Health care coverage is important for everyone.

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

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

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

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

Phone: 855-664-7270 (voicemail)
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繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。
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Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમને મદદ કરી રહ્યા હોય એવા કોઈ બીજા વ્યક્તિને એસ.બી.એમ. કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની હક છે. કૃપાપિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éí doodago la'da biká anánilwo'ígíí, na'ídiłkídogo, ts'ídá bee ná ahóótí'i' t'áá níik'e níká a'doolwoł dóó bína'ídiłkídigíí bee níł h odoonih. Ata'dahaalne'ígíí bich'i' hodiilnih kwe'e 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سؤالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Executive of a Collective Bargaining Agreement Between Kane County, the Kane County Sheriff's Office, and the Teamsters Local Union #700 (Kane County Sheriff's Office Court Security Officers)

Committee Flow:

Labor Management Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Dawn Troost, 630.208.5320

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This resolution requests the authorization to execute the Collective Bargaining Agreement (CBA) reached between Kane County, the Kane County Sheriff's Office, and the Teamsters Local Union #700 in relation to the Sheriff's Office Court Security Officers. The term of the agreement is December 1, 2024 through November 30, 2027.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SHERIFF OF KANE COUNTY AND THE COUNTY OF KANE

AND

TEAMSTERS LOCAL UNION NO. 700

For Court Security Officers

December 1, 2024 through November 30, 2027

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**ARTICLE I.
RECOGNITION**

Section 1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, working conditions and other terms and conditions of employment for the following unit:

All full-time and part-time Court Security Officers. Excluded: Chief of Court Security, Court Security Supervisor and all other supervisory, managerial and confidential employees and all other employees excluded by the Illinois Public Employees Labor Relations Act and all employees within any existing collective bargaining units.

Section 2. New Classifications

If a new position classification is created by the Employer, the Employer shall set the proper pay grade for the classification.

The Employer shall determine the proposed salary grade in relationship to:

- a. The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- b. Like positions with similar job content and responsibilities within the Kane County Government System if available otherwise to the Kane County Labor Market generally;
- c. Significant differences in working conditions to comparable position classifications.

If the Union does not agree with the determination of the proposed salary grade the Employer establishes under this paragraph, then the Union shall within ten (10) days request a meeting with the Employer to discuss the Employer's action. The Employer shall thereafter meet with the Union and render a decision within twenty (20) calendar days. If the Union still disagrees with the decision of the Employer, they may submit the matter to Step IV of the Grievance Procedure within ten (10) days from receipt of the Employer's decision.

Section 3. Non-Bargaining Unit Personnel

Non-Bargaining Unit Personnel may continue to perform bargaining unit work which is incidental to their jobs. However, they may perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by said personnel shall not cause any layoffs of the bargaining unit employees. Nothing in this paragraph is intended to alter or reduce the Employer's Management Rights.

Section 4. Short-Term Employees

The Sheriff may continue to utilize the services of student interns or short-term employees to assist and supplement bargaining unit work in accordance with past practice and the Illinois Public Labor Relations Act.

Section 5. Abolition, Merger or Change of Job Classification

If the Employer determines to abolish, merge or change existing classifications, the Employer shall negotiate with the Union over the impact of such. Such negotiations shall include good faith impact bargaining as required under the Illinois Public Labor Relations Act. The Parties agree that a change in job title in the bargaining unit shall not remove the job position from the bargaining unit as long as the type of work performed by the position remains essentially the same.

Section 6. Job Audit/Reclassification

Any employee who believes that he/she is performing work outside his/her job description shall be granted a job audit on the work being performed. A written request for a job audit or reclassification will be submitted through the Union and a written decision returned by management within 60 days. If the job audit creates a reclassification for that employee, the affected employee(s) shall receive any retroactive increase in pay that was created by the reclassification.

**ARTICLE II.
PROBATIONARY EMPLOYEES**

Employees shall be “probationary employees” for one (1) year. No matter concerning the discipline, layoff, transfer or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

**ARTICLE III.
SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE IV.
UNION SECURITY

Section 1. Union Membership Definition

For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders to the Employer a validly executed written membership form required by the Union as a condition of membership.

Section 2. Dues Check Off

The Employer agrees, upon receipt of a validly executed written authorization card, to deduct Union dues and fees from the payroll checks of all employees so authorizing the voluntary deduction in the amount set by the Union, and to forward such deductions to the Union, at an address designated in writing to the Employer, within thirty (30) calendar days after close of the pay period for which the deductions are made. Nothing contained in this Section shall be construed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee. All authorized voluntary deductions shall be made in accordance with the law. The Union shall advise the Employer of the deduction rate and any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

Section 3. New Employees

The Employer shall provide to the Secretary-Treasurer and the President of the Union within thirty (30) days, name, address, email address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit. The Employer shall allow a representative of the Union to meet with new employees within thirty (30) days of hire to discuss the benefits of Union membership. The Employer shall provide a private meeting space and shall schedule meetings at a mutually agreeable time during the new employees' regularly scheduled work day. Employees shall not suffer a loss in pay for attendance at these meetings.

Section 4. D.R.I.V.E.

The Employer agrees to deduct from the pay of those unit employees who individually request it in writing, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing unit employee that are to be deducted from the unit employee's paycheck on each payday by providing a copy of the employee's executed written authorization at least thirty (30) days prior the effective date, and provided that all unit employees contribute in the same amount. The Employer shall transmit such deductions to the D.R.I.V.E. National Headquarters (DRIVE., International Brotherhood of Teamsters 25 Louisiana Avenue, NW, Washington D.C. 20001) on a monthly basis within thirty (30) calendar days after close of the pay period for which the deductions are made, along with the name of each unit employee on whose behalf a deduction is made, the unit employee's identification number and the amount deducted from the unit employee's paycheck. All authorized voluntary deductions shall be made in accordance with the law.

Section 5. Teamsters Local 700 Benevolent Fund

The Employer agrees to deduct from the pay of those employees who individually request it in writing, voluntary contributions to the Teamsters Local 700 Benevolent Fund ("Benevolent Fund"). Such voluntary deductions shall be made in accordance with law. The Union shall advise the Employer of the deduction rate by providing a copy of the employee's written authorization at least thirty (30) days prior to the effective date. Such deductions will be forwarded to the Union, at an address designated in writing to the Employer, within thirty (30) calendar days after close of the pay period for which the deductions are made.

Section 6. Notice and Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 7. Indemnification

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.
INDEMNIFICATION**

The Employer shall defend and indemnify the employees according to terms of the applicable statutes of the State of Illinois.

**ARTICLE VI.
NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation, disability, or veteran status; provided, however, that all personnel of the Sheriff must at all times support and defend the Constitution and laws of the United States, State of Illinois and laws promulgated therefrom.

Section 2. Union Membership or Activity

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

Section 3. **Equal Employment/Affirmative Action**

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and sex discrimination laws applicable to the Sheriff.

Section 4. **Disputes**

Any dispute concerning the interpretation and application of Sections 1 or 3 of this Article shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE VII.
NO STRIKE OR LOCKOUT

Section 1. **No Strike Commitment**

Neither the Union nor any bargaining unit employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slowdown, or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Sheriff during the term of this Agreement. No bargaining unit employee shall refuse to cross any picket line, by whomever established.

Section 2. **Performance of Duty**

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3. **Resumption of Operations**

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4. **No Lockout**

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

ARTICLE VIII.
SENIORITY

Section 1. Definition

For the purpose of this agreement the following definitions shall apply:

County-wide Seniority means an employee's uninterrupted employment with the County since their last date of hire as listed in Appendix A.

a. Classification Seniority means the length of uninterrupted employment an employee has in their current classification. Where employees have the same classification seniority date, any such tie shall be broken at the time of hire or promotion by drawing lots.

b. Office Seniority means the length of uninterrupted employment an employee has in the Sheriff's Office.

(Part-time employees shall receive seniority on a prorated basis.)

Section 2. Loss of Seniority

An employee shall lose his/her applicable seniority in accordance with Section 1 and no longer be an employee if:

1. He/she resigns or quits by giving an official letter of resignation.
2. He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure or the Merit Commission, whichever is applicable.
3. He/she retires
4. He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.
5. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is greater.
6. Accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Sheriff's Office.

Section 3. Seniority List

The Sheriff and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreement is attached hereto as Appendix A and made a part thereof.

Section 4. **Seniority While on Leave**

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence beyond three months except for authorized leave due to circumstances beyond the control of the employee such as medical leave, military leave, etc.

ARTICLE IX.
LAYOFF AND RECALL

Section 1. **Procedure for Layoff**

1. When employees are removed from a classification for the purpose of reducing the work force of that classification, the employee with the least seniority in the affected classification and bargaining unit shall be removed first. For the purpose of this Article persons of different rank shall be considered to be in separate classifications.

2. A removed employee shall be transferred, conditioned upon being qualified to perform the work available in the following order or priority:

- a. To a vacancy, if any, in another classification in the same pay grade within the same bargaining unit;
- b. To replace an employee with less seniority, if any, in another classification in the same pay grade within the same bargaining unit;
- c. To a vacancy, if any, in a classification assigned to the next lower pay grade with the same bargaining unit;
- d. To replace an employee with less seniority, if any, in a classification assigned to the next lower pay grade within the same bargaining unit.

3. A removed employee not transferred as provided in 2 above shall have the procedure set forth in 2c above applied to classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

4. The procedure set forth in 2 and 3 above shall be applied for an employee who is replaced as a result of the application of the above procedure until he/she is transferred or laid off.

5. In applying the procedures set forth 2, 3, and 4 above, a removed or replaced full-time employee shall be transferred to another full-time position. A removed or replaced part-time employee shall be transferred to either a full-time or part-time position.

6. In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.

7. Temporary employees shall be laid off prior to the layoff of any full-time or part-time employees

Section 2. Procedure for Recall

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after an employee has been laid off. No new employees at all shall be hired until all employees on layoff desiring to return to work shall have been given the opportunity to return to work.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

Section 3. Notice

The Employer shall notify the Union thirty (30) days prior to the intended effective date of a planned layoff. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union.

Any employee to be laid off will be notified thirty (30) calendar days prior to the effective date.

ARTICLE X.
GRIEVANCE PROCEDURE

Section 1. Grievance

A Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision in this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Nothing in this Article is designed to alter a superior officer's duties in the chain of command.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Sheriff's Office administrative functions are closed.

Section 2. Grievance Steps

Step 1. Court Security Lieutenant

The Employee and/or the Union shall submit a written statement of grievance to the Court Security Lieutenant and shall inform the Court Security Lieutenant that the written statement

constitutes the first step of the grievance procedure. The written grievance shall be on an agreed form. The written grievance shall contain a statement of the grievance's complaint, the section(s) of the Agreement allegedly violated, if applicable; the date of the alleged violation, if applicable, and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date, or section citation shall not be grounds for denial of the grievance. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. Within ten (10) business days after the grievance is presented at Step 1, the Court Security Lieutenant shall render a written response to the grievance. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

Step 2. Undersheriff/Chief Deputy

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Undersheriff/Chief Deputy or his/her designee within ten (10) business days from the receipt of the answer or the date such answer was due, whichever is earliest. Within ten (10) business days after the grievance is presented to Step 2, the Undersheriff/Chief Deputy shall render a written answer to the grievant and provide a copy of such answer to the Union. The written grievance shall be on the agreed form.

Step 3. Sheriff

If the grievance is still unresolved, it shall be presented by the Union to the Undersheriff or his/her designee in writing within five (5) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest, or within five (5) business days after the Step 1 response, or after Step 1 response is due, if Step 2 is not applicable.

Within five (5) business days after receipt of the written grievance the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Sheriff or designee shall give his/her written response within five (5) business days following the meeting.

If no meeting is held, the Sheriff or his/her designee shall respond in writing to the grievance within five (5) business days of receipt of the grievance.

Step 4. Arbitration

If the grievance is still unsettled, and the Union wishes to proceed to arbitration, the grievance must be presented to arbitration within fifteen (15) business days after the receipt of the Step 3 response or the date the response was due, whichever is earlier. The Union shall notify the Sheriff in writing of the intent to go to arbitration.

Upon request of either party, the parties may meet within ten (10) business days after receipt of the Step 3 response or the date the response was due for the purpose of conducting a pre-arbitration conference to attempt to resolve the grievance prior to requesting arbitration.

If arbitration is requested, representatives of the Sheriff and the Union shall confer to select an arbitrator. If the parties are unable to agree on an arbitrator within the five (5) business days,

the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) panel of arbitrators prior to their striking any arbitrators on a panel. One of the parties striking an arbitrator does not preclude the other party from using their option to strike a panel. If neither party opts to strike the panel, the parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Sheriff and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Sheriff and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of the Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

Section 3. Time Limits

a. Grievances may be withdrawn at any step of the Grievance Procedure. Such withdrawal shall not constitute a decision on the merits of the Grievance. Grievances not raised or appealed within the designated time limits will be barred.

b. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

c. Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step.

Section 4. Time Off, Meeting Space and Telephone Use

a. Time Off: The grievant(s) and/or Union grievance representative will be permitted reasonable time without loss of pay during their work hours to investigate and process grievances. A grievant who is called back on a different shift or on his/her day off as a result of the Sheriff scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and receiving permission from his/her supervisor or designee as well as the supervisor of any unit to be visited, and such permission shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance.

b. Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 5. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be mutual agreement by filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 6. Pertinent Witnesses and Information

Either Party may request the production of specific documents, books, papers or witnesses reasonably available from the other party and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is not applicable to Step 1 of the grievance procedure. Requests made pursuant to this section by the Union may only be initiated by the Union President or his designee.

Section 7. Grievance Procedure Re-Opener

The parties agree, during the term of this Agreement, that the technical language of this Article may be modified based on agreements reached by the Sheriff in negotiations with other bargaining units.

ARTICLE XI.
DISCIPLINE AND DISCHARGE

Section 1. **Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for just cause.

If the Sheriff has reason to reprimand an employee, it shall be done in a discrete manner that will not embarrass the employee before other employees or the public.

Employees must sign for receipt of oral and written reprimands but the signature does not indicate that employees are in agreement with the discipline.

Section 2. **Limitation**

The Sheriff's agreement to use progressive and corrective disciplinary action does not prohibit the Sheriff in any case from imposing discipline which is commensurate with the severity of the offense. The Sheriff shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. **Pre-Disciplinary Meeting**

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Sheriff or his/her designee shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, provided that said Union representative must be available when the meetings take place within 24 hours after notice.

Section 4. **Investigative Interviews**

Where the Sheriff or his designee desires to conduct an investigative interview of an employee where the results of the interview might result in discipline, the Sheriff agrees to first

inform the employee that the employee has the right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings provided that a Union representative is available within 24 hours' notice from Sheriff to the Union.

Section 5. Removal of Discipline

Records of discipline other than suspensions shall be removed from the employee's personnel file if two (2) years pass from the date of the offense without the employee receiving discipline for the same offense unless the employee is subject of ongoing progressive discipline.

Records of discipline concerning suspensions shall be removed from the employee's personnel file if five (5) years pass from the date of the offense without the employee receiving discipline for the same offense unless the employee is the subject of ongoing progressive discipline.

Section 6. Limitation of Grievance Procedure

Oral or written reprimands shall be subject to the grievance procedure through step three thereof but shall not be subject to arbitration.

Section 7. Merit Commission

Sheriff's Merit System Employees covered under this Agreement shall be disciplined pursuant to Section 3-8013 of the Sheriff's Merit System Law, 55 ILCS 5/3-8013 subject to the alternative grievance review provisions provided in this Agreement.

In the event charges are referred to the Merit Commission, the employee shall have the option of waiving a hearing before the Merit Commission and shall then be disciplined by the Sheriff subject to the contractual grievance appeal procedure. To effectuate this election, the following procedure shall be utilized:

1. Within ten (10) business days of the employee receiving a copy of the charges referred to the Merit Commission and the entire investigation file relating to the charges, the Union will advise the Sheriff and the Merit Commission of the employee's election under this Section to waive his or her right to a Merit Commission review and/or hearing and proceed, instead, in accordance with the grievance/arbitration provisions of Article 10 of this Agreement, upon the issuance of discipline by the Sheriff. Such notice shall be in writing and shall include a written waiver, executed by the employee, acknowledging that the employee is knowingly waiving his or her rights to a hearing before the Merit Commission. If no such notice/waiver is provided within the ten (10) business days, the employee and the Union shall be deemed to have elected to proceed under the rules of the Merit Commission and all rights under Article 10 shall be deemed waived.

2. Upon receipt of a notice from the Union that the employee is electing to proceed under the grievance/arbitration provisions of Article 10, the Sheriff's Office will withdraw the charges before the Merit Commission. Thereafter, the Sheriff or his designee will make a determination regarding discipline.
3. Once discipline is issued by the Sheriff or his designee, the employee, or the Union, as applicable, may grieve the discipline, as provided in Article 10 of the CBA commencing at Step 4. The filing of said grievance shall serve as a Request for Arbitration under Step 4 of the grievance procedure.

In the event the Sheriff's Merit System Law is amended in a manner which nullifies the rights of parties to a collective bargaining agreement to negotiate, pursuant to Section 3-8013 of the Sheriff's Merit System Law, an alternative disciplinary review process, or which makes the alternative grievance review provisions contained in this section illegal, either party may request to immediately re-negotiate the terms of this section. Any impasse resulting in such negotiation shall be resolved in accordance with the provisions of Section 14 of the Illinois Labor Relations Act.

Section 8. Suspension Day Defined

A suspension day is a twenty-four hour period during which an employee was scheduled to work a regular tour of duty but has been ordered not to report for duty. If the suspension is administrative in nature, the employee will be paid for the time as if he or she had worked. If the suspension is disciplinary in nature, the employee will have his or her pay docked the appropriate amount.

Section 9. Limitation of the Suspension Period

During any suspension period, defined as the period between the first and final actual suspension days (inclusive), an employee may not work for paid overtime, providing the duration of the suspension period is not more than four times the number of actual suspension days. The suspension period shall start not more than 15 days from the date of the pre-disciplinary hearing.

ARTICLE XII.
PERSONNEL FILES

Section 1. Personnel Files

The Sheriff shall keep a central personnel file for each employee within the bargaining unit. The Sheriff is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2. Inspection

Upon request of an employee, the Sheriff shall reasonably permit an employee to inspect his personnel file subject to the following:

- a. Such an inspection shall occur within two business days following receipt of the request. The Sheriff or his designee may be present during such inspection;
- b. Such inspection shall only occur during daytime office staff working hours Monday through Friday upon written request;
- c. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
- d. Upon written authorization by the requesting employee, that employee may have a representative of the Union present during such inspection;
- e. Pre-employment information, such as reference reports, credit checks or information provided the Sheriff with a specific request that it remain confidential, shall not be subject to inspection or copying.
- f. An employee may not place any type of document into the personnel files maintained by the Sheriff without permission, except pursuant to the Illinois Employee Personnel Record Review Act.

Section 3. Notification

Employees shall be given notice by the Sheriff when any materials are placed in their personnel file except those of a routine, clerical nature.

Section 4. Limitation on Use of File Material

It is agreed that any material not available for inspection, such as provided in Sections 1 and 2 above, shall not be used in any manner or any forum adverse to the employee's interest.

Section 5. Personnel Record Correction

If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employee and Sheriff. The employee may submit a written statement explaining the employee's position, which shall be attached to the personnel record.

Pursuant to the Local Records Act, 50 ILCS 205/25, all records related to complaints, investigations, and adjudications of police misconduct shall be permanently retained and may not be destroyed.

Section 6. Confidentiality of Records

The Employer Agrees to keep the Employee's Personnel Record confidential and will not release any information from this record (1) without the Employee's written approval or a court order requiring the release of the information, or (2) unless release or disclosure of said information is required by statute, regulation or common law, e.g., without limitation, as required under the Freedom of Information Act ("FOIA"), 5 ILCS 140/1 et seq., or any other applicable law. The

Sheriff will notify the employee upon receipt of a court order for a personnel file. The Sheriff's Office also agrees to exert applicable exemptions under FOIA should the Office receive a FOIA request for personnel files.

ARTICLE XIII.
EMPLOYEE DEVELOPMENT & TRAINING

Section 1. **Orientation**

The Sheriff and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle the Sheriff shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, and equipment normally used in such employees' work assignments and periodic changes therein, including, where available and relevant to such work, procedural manuals.

Section 2. **Time Off**

If, because of changes in certification, accreditation or licensure, employees are required by the Sheriff to take courses so as to retain their present position classification, such employees shall be granted reasonable time for such without loss of pay.

ARTICLE XIV.
LABOR-MANAGEMENT COMMITTEE

Section 1. **Labor Management Conferences**

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

- a. Discussion of the implementation and general administration of this Agreement.
- b. A sharing of general information of interest to the parties.
- c. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Sheriff which may affect employees.

The sheriff and the Union agree to cooperate with each other in matters of administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet on the first payday of the months of January, April, July and October, unless mutually agreed otherwise.

Section 2. **Integrity of Grievance Procedure**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure.

Section 3. **Union Representative Attendance**

When absence from work is required to attend labor management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. The first supervisor outside the bargaining unit shall approve the absence except in emergency situations. On duty employees attending such conferences shall be limited to one per bargaining unit during time issues affecting the unit(s) are discussed and one representative for the local.

Section 4. **List of Union Stewards**

The union shall provide a current list of stewards to the Sheriff upon the signing of this contract and shall provide an updated list whenever there is a change.

ARTICLE XV.
HOLIDAYS

Section 1.

All employees shall receive holidays approved annually by the Chief Judge for court related offices of Kane County.

Section 2.

Permanent full-time employees shall receive a full day's pay for the scheduled holiday.

Section 3.

Regular part-time employees shall receive holiday pay proportional to the average number of hours normally worked (i.e., normally work four (4) hours a day, shall receive four (4) hours' pay). Regular part-time employees, for the purposes of this Agreement, are defined as employees in established positions who are scheduled to work less than forty (40) hours each week on a regular basis throughout the year.

Section 4.

To qualify for holiday pay, an employee must be in paid status the day preceding and following the holiday.

Section 5.

When a scheduled holiday occurs during a scheduled vacation, an additional day of vacation will be allowed.

Section 6.

Except as otherwise set forth in this Article, employees shall not be scheduled or called in to work on holidays. In the event they are called in to work on a holiday, employees shall be paid at their regular rate of pay and receive an accumulated paid holiday off to be taken at a later date in accordance with classification seniority.

ARTICLE XVI.
VACATIONS

Section 1. **Accrual**

All employees shall earn paid vacation in accordance with the schedule below. Part time employees shall receive vacation time proportionate to the average hours worked. Employees shall accumulate vacation based on countywide seniority. Accrual and use of vacation time is based on the fiscal year, December 1 through November 30.

1. From hire date through the end of the fiscal year, vacation time is earned at a rate of .833 days per month ($.833 \times 12 = 10$) to determine the number of vacation days accrued for the following fiscal year. Any fraction of accrued vacation days will be converted to the nearest whole day using standard mathematical rounding (.49 or lower to be rounded down and .50 and higher to be rounded up). At the start of the second fiscal year following an employee's start date to five years of service, the employee will receive a total of ten (10) vacation days during that fiscal year. Vacation time is earned at a rate of .833 days per month ($.833 \times 12 = 10$) to determine the number of vacation days accrued for the following fiscal year.

2. At the completion of four (4) years of service, vacation time is earned at a rate of 1.25 days per month ($1.25 \times 12 = 15$). During the fiscal year in which the employee completes five (5) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of five (5) years of service, the employee will receive a total of fifteen (15) vacation days for use in that fiscal year.

3. At the completion of nine (9) years of service, vacation time is earned at a rate of 1.66 days per month ($1.66 \times 12 = 20$). During the fiscal year in which the employee completes ten (10) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of ten (10) years of service, the employee will receive a total of twenty (20) vacation days for use in that fiscal year.

4. At the completion of twenty-four (24) years of service, vacation time is earned at a rate of 2.08 days per month ($2.08 \times 12 = 25$). During the fiscal year in which the employee completes twenty-five (25) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of twenty-five (25) years of service, the employee will receive a total of twenty-five (25) vacation days for use in that fiscal year.

Section 2. Use

Vacation time may be taken in increments of not less than one-hour increments at a time subject to accrual as outlined above. Vacation time must be used prior to November 30 of each year or it will be forfeited. In certain extraordinary circumstances, unused vacation time may be carried over if specifically authorized by the Employer. Vacation time that is carried over will be used based on the operational needs of the Office, and must be taken within 60 days.

Employees who by length of continuous service are entitled to fifteen (15) or more days of vacation may request the following:

After accrual of fifteen (15) days of vacation, a maximum of five (5) days may be turned back in to be paid at straight time in lieu of time off. After accrual of twenty (20) days of vacation, a maximum of ten (10) days may be turned back in to be paid at straight time in lieu of time off. Employees who are selling back vacation time must indicate in writing their intent to do so by July 1 of the applicable fiscal year.

Section 3. Vacation Schedules

Subject to Section 4 and the Sheriff's operating needs, vacations shall be scheduled as requested by the employee.

Section 4. Vacation Periods Scheduled by Seniority

A vacation period will be considered in increments of one or more full week(s) beginning at 0001 Sunday and ending at 2359 Saturday.

If and only if staffing levels are such that there are insufficient weeks in the Sheriff's Office fiscal year (December 1 – November 30) to schedule all weeks of vacation due employees assigned to that division, will more than one employee be allowed to schedule vacation the same week as another employee.

After completion of the shift bid process, the supervisor who is outside the bargaining unit will tally the total number of weeks of vacation due the employees on a shift.

Based on the above statement, the following vacation bid process will be adhered to:

Beginning October 1 and continuing for one month, employees may bid for vacation periods (one or more weeks) based on classification seniority. This will be done by filling in slots on a posted list of weeks in the following fiscal year (i.e., December 1 – November 30). Bids shall be submitted by employees in a timely manner, with employees receiving up to twenty-four hours to complete their bids. On or about the first week in November, the Court Security Lieutenant or his/her designee will review the posted list and finalize the seniority bid vacation lists. Conflicts in scheduling will be resolved in favor of the employee having the greatest classification seniority.

Vacation periods requested other than as described above shall be granted on a first-come first-served basis. Requests will be considered on the basis of calendar date of submission to and confirmed by the Court Security Lieutenant or his/her designee. Employees will be notified in writing as to the number of available vacation slots via posting of the vacation list and will be notified of the number of uncommitted vacation weeks still held by the employee via eSuite. It will be up to the employee to submit a request for any of the remaining available weeks or face the loss of vacation time when no open weeks remain in the fiscal year.

If an employee decides to remove his or her name from a scheduled vacation week or weeks, another employee may bid for the open slot and be granted the time based on classification seniority.

Once a vacation is approved and scheduled, an employee who is transferred non-voluntarily will be allowed to take that vacation even if a scheduling conflict develops.

Section 5. Holidays

When a scheduled holiday occurs during a scheduled vacation, an alternate day of vacation will be allowed.

Section 6. Separation Pay

Employees, or his/her estate in case of death, shall be compensated for all unused vacation time already accrued at the time they separate.

**ARTICLE XVII.
SICK AND PERSONAL LEAVE POLICY**

Section 1.

It is the policy of Kane County to provide protection for eligible employees against loss of income because of illness or for personal matters. To ensure that protection, the County has made provisions for both short-term and extended sick leave reserves and personal leave reserves. All regular full-time and regular part-time employees are eligible. Regular part-time employees earn sick leave proportionate to the average number of hours worked. Sick and personal leave pay is based on the employee's regular straight-time rate in effect when the sick and personal leave is taken. An employee may use extended sick leave whenever under the care of a physician.

Section 2. Short-Term Sick and Personal Leave Accumulation

“Sick and personal leave year” is defined as the twelve (12) month period beginning December 1 of each year. Eligible employees who have completed 90 days of continuous service as of December 1, of the applicable sick and personal leave year, will be credited with five (5) days. Employees who have completed less than 90 days of continuous service as of December 1 of the applicable sick and personal leave year, will be credited with short-term sick and personal

leave upon completion of 90 days of continuous service at the rate of 1.25 days for each remaining quarter within that year.

Section 3. Short-Term Sick and Personal Leave Utilization

An employee's short-term sick leave credit can be used for personal and family injury or illness, maternity, doctor and dentist appointments or personal days. Such leave may be used in increments of no less than one hour at a time. Any such use is subject to twenty-four (24) hours prior notification to the employee's supervising Lieutenant or his/her designee, if at all possible. Vacation pay cannot be substituted for short-term sick pay.

Section 4. Unused Short-Term Sick and Personal Leave Carry Over and Payment at Termination

Short-term sick and personal leave will not accumulate from year to year. At the end of the sick and personal leave year, all unused short-term sick leave for nonexempt employees will roll over into extended sick leave. Upon termination, nonexempt employees will be expected to pay back any and all short-term sick and personal days used that were not previously earned, at a rate of one day for every quarter not worked. If a nonexempt employee terminates and has unused short-term sick and personal leave, the employee will be paid at a rate of one day for every quarter worked in the benefit year provided the employee gives fourteen (14) calendar days' written notice to the employee's supervisor.

Section 5. Extended Sick Leave Accumulation

Eligible employees will be credited with one day of extended sick leave per month after six (6) month probationary period is completed. Unused extended sick leave will carry over from year to year and may accumulate to a maximum of two hundred forty (240) days.

Section 6. Extended Sick Leave Utilization

An employee may utilize extended sick leave for himself/herself prior to utilizing short-term sick leave if the employee has a serious health condition and is under a doctor's care at home or in the hospital. A doctor's certification is required to support the request for extended sick leave.

Extended sick leave may be used during periods of personal injury, illness or maternity until IMRF disability benefits begin. The IMRF disability benefit is payable after thirty (30) calendar days of disability and is equal to fifty percent (50%) of the employee's average monthly earnings during the preceding twelve (12) months.

An employee may utilize up to six (6) days of accrued extended sick leave per fiscal year for absences due to illness or injury of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent on the same terms upon which the employee is able to use extended sick leave days for his or her own absences. A doctor's certification is required to support the request to use extended sick leave to care for such family members.

Extended sick days run concurrently with Family and Medical Leave.

Section 7. Payment for Unused Extended Sick Leave

No payment for unused extended sick leave is made at termination. Retiring employees under IMRF qualify for up to one year of additional pension service for unused extended sick leave at the rate of one month for every twenty (20) days or fraction thereof. To qualify for this pension credit, the effective date of pension must be within sixty (60) days of termination. This additional pension service credit provision applies solely to employees retiring with an IMRF pension. Converted extended sick leave cannot be used to meet the requirements of a minimum of eight (8) years for an IMRF pension or thirty-five (35) years for a non-discounted pension under age sixty (60).

Section 8. Paid Leave for All Workers Act

The Union and the Employer acknowledge and agree that the paid time off provisions of this Agreement shall govern and be the exclusive paid leave provisions applicable to Employees within the bargaining unit. The parties to this Agreement hereby explicitly waive the paid leave requirements of the Paid Leave for All Worker Act, 820 ILCS 192/1, *et. seq.*

**ARTICLE XVIII.
MISCELLANEOUS PROVISIONS**

Section 1. Use of Masculine Pronoun

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

Section 2. Definition

Whenever the term Sheriff is used in this Agreement, it shall mean the Sheriff or his authorized officer or agent.

Section 3. Notification of Leave Balance

Employees shall be given a statement of leave balances (sick leave, vacation days, holidays, and accumulated compensatory time) on request, but no more than twice annually.

Section 4. Evaluations

The Union and the Sheriff encourage periodic evaluation conferences between the employee and his/her supervisor. The written evaluation done once a year by the supervisor shall be discussed with the employee and the employee shall be given a copy immediately after completion. The employee shall sign the evaluation as recognition of having read it but such signature shall not constitute agreement with the evaluation.

Section 5. Copies of the Agreement

A copy of this Agreement shall be posted to the Sheriff's Office's internal intranet site and to the County's website.

Section 6. Meeting Place

All meetings or hearings or other proceedings over which the parties have control shall be held in the Sheriff's complex in Kane County, Illinois, unless there is a reasonable basis to hold such meetings, hearings or other proceedings elsewhere.

Section 7. Job Descriptions

Within ninety days of the execution of this Agreement, employees shall have a copy of his/her current job description which shall include principal duties and responsibilities. When requirements are revised and the duties and responsibilities remain essentially unchanged, incumbents in these positions who qualified under previous requirements for the class shall be considered qualified.

**ARTICLE XIX.
LEAVES OF ABSENCE**

Section 1. Policy

Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where circumstances require an employee's absence. Leaves of absence are required when the employee's absence, other than vacation, will extend beyond a two-week period. Leaves are granted based on each individual case and at the discretion of the Sheriff. Leaves of absence are without pay unless the Sheriff requires, or the employee elects with the Sheriff's approval, accrued sick pay, holiday pay, vacation pay or compensatory time be used during the leave of absence. A leave of absence will not be granted for the purpose of trying another job. Failure to return at the end of an approved leave may result in termination.

It is the Sheriff's policy to grant leaves of absence to eligible employees in accordance with all applicable federal and state laws. Where provisions of this Article conflict with any applicable federal or state law, the provisions of such law shall prevail.

Section 2. Eligibility

Employees may be eligible for a leave of absence if they have worked for at least 12 months and for at least 1,250 hours during the year preceding the start of the leave of absence. Eligibility and entitlement to leaves of absences governed by state or federal law shall be determined in accordance with the provisions of the applicable law.

Subject to the policy statement above, employees may be eligible for up to twelve (12) work weeks of leave a year, which is based on a rolling 12-month period measured backward from the first date leave is used, unless otherwise required by law. In other words, each time an employee

takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 12 work weeks which has not been used during the immediately preceding 12 months.

Employees must give a 30 calendar day advance notice of the need to take a leave of absence when it is foreseeable. Foreseeable leaves include, but are not limited to, maternity/paternity leave, placement leave, military leave, educational leave, personal leave or planned medical treatment leave. Where it is not possible under the circumstances to provide advance notice, notice must be given as soon as possible.

Section 3. **Types of Leaves of Absence**

A) Family and Medical Leave:

Eligible employees may be granted a family or medical leave of absence under the provisions of the Family and Medical Leave Act (“FMLA”) for one or more of the following reasons:

1. Birth Leave: For birth of a child of an employee and to provide care for the child following birth.
2. Placement Leave: For placement of the child with an employee for adoption or foster care.
3. Personal Illness: For a serious health condition when an employee is unable to perform their job.
4. Family Illness: For an employee to care for their son, daughter, spouse, or parent who has a serious health condition.
5. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

All aspects of FMLA leaves of absences shall be governed by the provisions of the FMLA and the regulations promulgated thereunder, all as may be amended from time to time. The Sheriff will exercise his discretion in connection with FMLA leaves of absences in accordance with the FMLA and the applicable regulations.

B) Military Leave: Eligible employees will be granted military leaves with or without pay in accordance with all applicable state and federal laws. For all Military Leaves, employees should provide their supervisor with a copy of their written orders, including any subsequent changes, within the time limits prescribed by law. If an employee is applying for differential pay, the employee should provide payroll with the amount of their base pay prior to the leave. If an employee desires to use benefit time during the leave, the employee should also notify payroll prior

to the leave. Upon completion of military service, a copy of the employee's Leave and Earnings Statement verifying the duration of the employee's military service and base pay must be provided to payroll by the employee.

C) Victim's Economic Security and Safety Act (VESSA) Leave – Eligible employees will be granted leaves to address domestic or sexual violence in compliance with VESSA. Neither this section nor VESSA creates additional rights for an employee to take leave that exceeds the unpaid leave time under, or is in addition to unpaid leave time permitted by, the FMLA. All aspects of the leave shall be governed by the provisions of VESSA.

D) Personal Leave: May be granted or denied at the discretion of the Sheriff based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem, or some similar circumstance. Personal leaves are governed in the same manner as any other type of leave. The guidelines listed under other Sections of this policy must be adhered to in all cases.

E) Educational Leave: May be granted at the discretion of the Sheriff without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the Sheriff's Office.

F) Workers' Compensation Leave: All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a Workers' Compensation Leave. Participating employees should apply for IMRF Disability Benefits if eligible (See Workers' Compensation).

G) Other Leaves Required by Law: Eligible employees will be granted leaves of absences required by state or federal law in accordance with the provisions of the applicable law.

Section 4. **Controls and Rules During a Leave**

A) The Sheriff may require that an employee requesting any type of leave designate that accrued sick days, accrued vacation and, if applicable, personal days and compensatory time be used during the leave of absence.

B) Duration of Leave: The cumulative time off of a leave of absence shall not be longer than six months, unless otherwise required by law.

C) Extended Leave of Absence: Any leave over twelve work weeks in duration is considered an extended leave of absence. Employees in this extended period must contact the Sheriff at least 30 calendar days prior to their expected return to work, unless otherwise required by law. Every effort will be made to place the employee returning from an extended leave to the same or substantially similar position.

D) Health Care Coverage During a Leave of Absence: Group hospitalization coverage will continue for up to 6 months. The employee portion of the payment for this coverage must be received in the Human Resource Management Department no later than the 1st of each month during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.

E) Vacation. Sick Pay Benefits and Holiday Pay: Sick pay credit and vacation time will not continue to accrue after the last day paid on any authorized leave of absence. Employees will be paid for holidays which fall during the period they are receiving pay from the County. The use of any leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Section 5. **Procedure**

1. A "Request for Leave of Absence" form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation, compensatory time, holiday and sick pay to be used during the leave (if any).

2. This request should be submitted through the chain of command to the Bureau Commander, who, after recommending approval or disapproval, will forward the form to the Sheriff.

3. A medical certification and/or fitness for duty report is required upon commencing and returning from a family and medical leave or workers' compensation leave. Employees must provide medical certification within 15 calendar days of the request. Medical re-certification may be required at the County's expense.

Section 6. **IMRF Leave of Absence Authorization and Disability Benefits**

A) Employees who have a medical certification of a disability which may extend for 30 calendar days or more could be eligible for disability benefits under the Illinois Municipal Retirement Fund (see IMRF Disability Benefits). To be eligible, an employee must have 12 months or more of service credit with IMRF. Pregnancy is included as a disability under IMRF if the employee is eligible, and claims should be submitted in the same manner as other disability claims. The County's Human Resource Management Department should be contacted for the forms for application.

B) Employees participating under IMRF and on a leave of absence without pay from Kane County or disability pay under IMRF (i.e. family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. A Benefit Protection Leave of Absence Authorization should be filed with IMRF before the leave commences. Death and disability benefits are reinstated immediately upon returning to work. Employees may establish service credits for retirement (not to exceed 12 months) for this leave by paying the employee contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of employer paid IMRF obligations. Forms are available in the Human Resource Management Department. Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where unusual circumstances require an employee's absence. Leaves are granted on the assumption that the employee will be available to return to regular employment when the conditions necessitating the leave permit.]

Section 7. **Worker's Compensation**

The Worker's Compensation law provides protection for employees experiencing occupational disabilities through accidents or by exposure to disease arising out of and in the course of employment.

A) When an employee suffers an on-the-job injury or exposure, whether or not medical attention is required, a "Report of Injury" form must be completed by the employee and forwarded to both the Insurance Coordinator and up the chain of command to the Bureau Commander as soon as possible.

B) All expenses involved with the treatment of the exposure or injury are covered by the Illinois Worker's Compensation Act. That Act provides payment of sixty-six and two-thirds of the employee's wages for lost time at work after a three-day waiting period. If the employee is off work for more than fourteen days because of a job-related injury or exposure, then the employee will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Illinois Workers' Compensation Act (hereinafter referred to as "The Act"), employees with more than one year of service with the County will also receive a minimal amount of disability through IMRF.

The County, in addition to compliance with the Act, shall pay an additional one third of the average weekly wage to employees for the first thirty days that the employee is totally disabled. This is a voluntary payment by the County and by accepting such payments; employees shall recognize and will assist the County in enforcing its subrogation rights.

Nothing in this policy shall be construed as limiting or contravening the Public Employee Disability Act, 5 ILCS 345/1.

Section 8. **Jury Duty/Work-Related Court Duty**

Court leave shall be granted to employees who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial, or administrative tribunal. Time away from work with pay shall be granted for such purposes. All compensation received for court or jury shall be remitted by the employees to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The County feels that by volunteering to appear as a witness, an employee may create the impression that the County favors one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, County employees are instructed not to appear as a witness unless properly subpoenaed.

Section 9. **Funeral/Bereavement Leave**

A) Paid Funeral Leave

In the event of a death in an employee's immediate family, the employee will be allowed up to three (3) days leave with pay for the time actually lost. Immediate family member is defined as including the employee's child, stepchild, parent, current spouse, domestic partner (as defined in the Family Bereavement Leave Act), sibling, father-in-law, mother-in-law, brother-in-law,

sister-in-law, son-in-law, daughter-in-law, grandparents and grandchild. These days will not be deducted from sick pay.

B) Family Bereavement Leave Act Leave

The Illinois Family Bereavement Leave Act (“FBLA”) provides that eligible employees are entitled to a maximum of two (2) weeks (up to ten (10) working days) of unpaid bereavement leave within sixty (60) days after the date the employee receives notice of the death or event. All family bereavement leaves will be granted in accordance with the Family Bereavement Leave Act.

Eligible employees, as defined by Section 101(2) of the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 *et seq.*), are entitled to a maximum of six (6) weeks of unpaid leave if they experience more than one event during a 12-month period.

C) Other Unpaid Funeral/Bereavement Leave

Any additional leave not reference above will be granted at the sole discretion of the Sheriff or his designee and will be deducted from the employee’s unused vacation time, compensatory time, or may be taken as holiday time to which the employee is otherwise entitled.

D) Notice to Employer

Employees shall provide at least 48 hours’ advance notice of the intention to take leave under this Section 8, unless providing such notice is not reasonable and practicable.

In the event of the death of an immediate family member as defined in this Section 8(a) or a “covered family member” as defined in the FBLA, employees must notify their immediate supervisor of the death, relationship to the deceased and expected time of absence.

For leave under the FBLA following a loss or negative diagnosis related to pregnancy, surrogacy, or adoption, employees shall notify their supervisor that they are taking leave under the FBLA and submit a completed FBLA Leave Documentation Form available on the Illinois Department of Labor’s website as soon as practicable.

E) Limitations

The provisions of this section do not extend the maximum period of leave to which an employee is entitled under the federal Family and Medical Leave Act of 1993 or under any other paid or unpaid leave provided under federal, State, or local law, this Agreement, or the Employer’s benefits program.

Section 10. Employee Blood and Organ Donation Leave

A) Blood Donation

Full time employees with at least six (6) consecutive months of service are allowed one (1) hour of leave with pay every 56 days to participate in blood donation in

accordance with the Employee Blood and Organ Donation Leave Act. Employees must give a 15-day advance notice to their immediate supervisor that they wish to take the leave. The request for leave shall be accompanied by appropriate medical documentation of the appointment, which may consist of a written statement from the blood bank or hospital indicating that the participating employee has an appointment to donate blood. A written certification from the blood bank or hospital is required to verify the date of the completed or attempted blood donation. Employees may utilize the leave authorized in this section only after obtaining approval from their immediate supervisor.

B) Organ Donation

Full time employees with at least six (6) consecutive months of service may use up to ten (10) days of paid leave in any 12-month period to serve as an organ donor in accordance with the Employee Blood and Organ Donation Leave Act. Where practicable, employees must give a 15-day advance notice to their immediate supervisor that they wish to take the leave. The request for leave shall be accompanied by appropriate medical documentation of the appointment, which may consist of a written statement from the hospital or the employee's physician verifying the date of the organ donation and the expected duration of leave needed. A written certification from the hospital and/or the employee's physician is required to verify the date of the completed or attempted organ donation and the duration of the leave needed. Employees may utilize the leave authorized in this section only after obtaining approval from their immediate supervisor.

ARTICLE XX.
UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall be allowed necessary and reasonable time off with pay during working hours to attend committee meetings, negotiations, and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if such employees are entitled or required to attend such meetings by virtue of being participants.

Section 2. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and Union staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual agreement with the Employer in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

Section 3. Time Off for Union Activities

Two Local Union representatives shall be allowed two days off per year or one Union representative four days per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions. One Local Union

Officer from each unit shall be allowed to attend Local Executive Board and Monthly meetings provided such representative shall give reasonably notice to his/her supervisor of such absence and shall be allowed such time off. Any additional Local Union Officers or Executive Board members will be permitted to attend Local Executive Board and Monthly meetings based on operational needs. Time off granted to Local Union Officers to attend Local Executive Board and Monthly Meetings shall not exceed two (2) hours unless approved by the Sheriff or his designee.

Such time off shall not be detrimental in any way to the employee's record. Additional time off without pay shall be granted under the conditions as stated in the preceding paragraph.

Section 4. Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at each work location.

Section 5. Information Provided to Union

The Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees as they occur: new hires, promotions, layoffs, reemployment, transfers, leaves, returns from leave, suspension, discharge and termination.

At the request of the Union, the Employer shall furnish the Union a current seniority roster and reemployment lists, applicable under the seniority provisions of this Agreement.

Section 6. Union Orientation

Each newly hired bargaining unit employee shall, during the employee's initial instruction and training period, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be a maximum of one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 7. Distribution of Union Literature

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours.

Section 8. Union Meetings on Premises

The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer. The Sheriff will provide the Union space for a computer outlet, desk, and filing cabinet on the premises.

Section 9. Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working, not to exceed the employee's regular working scheduled hours.

**ARTICLE XXI.
WAGES**

Section 1. Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix B. The attached wage schedule shall be considered part of this Agreement.

Section 2. Pay Period

Employees are paid on a bi-weekly schedule. Each payroll period shall consist of fourteen (14) calendar days, so that the bi-weekly rate of pay of each employee shall be 1/26th of the employee's annual salary. In a year in which 27 pay periods shall occur, the bi-weekly rate of pay for each employee shall be 1/27th of the annual salary. When a payday falls on a holiday, the paycheck is distributed the preceding workday. Employees are encouraged to sign up for direct deposit of their paychecks through Payroll in the Human Resources Management Department.

Section 3. Uniform Allowance

All regular full-time employees will be given a uniform allowance of one thousand, one hundred fifty dollars (\$1,150) per year to be evenly divided and paid separately (i.e., not combined with regular earnings), via direct deposit into his/her account on file with the County, on the second regular payroll dates in November and May of each year. If an employee does not utilize direct deposit for their regular payroll check as of December 1, 2024, that employee will continue to receive paper checks. The employee must complete one-year probationary period and wait for the subsequent date of the issuance prior to receiving uniform allowance. Until an employee receives the uniform allowance, the Sheriff's Office is responsible to supply and repair or replace, if damaged in the line of duty, at no cost to the employee, all items required for a proper uniform. In addition, the Employer shall supply one bullet proof vest for new full-time employees upon hire.

Part-time employees are not eligible to receive a uniform allowance. The Sheriff's Office may in its sole discretion issue or replace uniform pieces for part-time employees.

Section 4. Other Pay Provisions

- a. Interpreters/bilingual officers -- \$100 per month

Any officer who is fluent in Spanish, sign language, Polish or other languages as mutually agreed, and who proves certification from a third-party vendor approved by the Sheriff, will be eligible to receive additional compensation of \$100 per month upon assignment by the Sheriff.

- b. Range Instructors -- \$50 per month

Range Instructors who are assigned and state certified as range instructors shall receive this specialty pay. All range instructors shall be allowed to attend a certified training program, provided such programs are available locally and funding is available.

- c. Field Training Officers -- \$175 per month

Training officers who are assigned and state certified as training officers shall receive this specialty pay. All training officers shall be allowed to attend a certified training program, provided such programs are available locally and funding is available.

As with all assignments, the above specialty assignments are at the sole discretion of the Sheriff.

Section 5. **Longevity Pay**

Employees shall receive longevity pay at the following rates, and the rates are to be applied retroactively to December 1, 2024 and shall be in effect for all employees who were employed on or after December 1, 2024: at the end of the employee's fourth year of service the employee shall receive an additional \$72 per month each month in his/her regular pay check; at the end of the employee's seventh year of service the employee shall receive \$144 per month each month in his/her regular pay check; at the end of the employee's tenth year the employee shall receive \$240 per month each month in his/her regular pay check. Each year thereafter, employees shall receive additional longevity pay at the rate of \$24 per month times every year of service. Such longevity pay shall be paid on a prorated basis on employee's regular pay checks and shall be calculated towards employees' IMRF but shall not be used when calculating employees' overtime rate of pay.

ARTICLE XXII. OUT OF TITLE WORK

The Sheriff may temporarily assign an employee to perform the duties of another employee.

Employees who are assigned to perform a significant number of duties of another employee for more than five (5) consecutive working days (counted individually and cumulatively) from the start to the end of the entire period shall be paid the greater of the following:

- a. The pay of the employee whose duties the assigned employee is performing, or
- b. The current pay of the assigned employee, after said five-day period.

ARTICLE XXIII.
INSURANCE

Section 1. Medical, Vision and Dental Coverage

A. The Employer shall provide comprehensive insurance programs for hospitalization, medical, vision and dental coverage for each covered employee who chooses to participate and their eligible dependents similar to the coverage which is currently in effect. Current Plan descriptions and rates for 2025 are included in Appendix E attached hereto and incorporated herein. All regular full-time employees and all regular part-time employees who work a minimum of twenty-one (21) hours per week are eligible to enroll in the County's comprehensive group hospitalization, medical, vision and dental insurance plans.

B. Premium costs are shared by full-time employees and the County through payroll deduction. Eligible part-time employees pay the full premium for all plans for coverage through payroll deduction. A pre-tax deduction Section 125 Plan is available at the time of enrollment. Beginning December 1, 2024 through November 30, 2027, the overall aggregate cost of the County's health insurance programs, shall be shared by the County and the union and non-union employees at the overall aggregate rate of eighty-three percent (83%) borne by the County and seventeen percent (17%) borne by the union and non-union employees. It is understood that individual premium rates and percentage contribution levels will vary across plans and will be based on an employee's plan selection each year, but the overall aggregate percentage rates borne by the County and the union and non-union employees shall remain the same through November 30, 2027.

C. The County reserves the right to self-insure, change carriers and engage in cost containment measures during the term of this Agreement so long as the benefits and coverages sought are substantially similar to those being currently offered.

D. The parties agree to continue the implementation of a Wellness Plan component for Employees and spouses covered by the County's health insurance plans. Participation in the Wellness Plan shall be defined as participating in an annual health evaluation which shall continue to be limited to completing an assessment, providing a blood sample, and receiving a health evaluation report. No other additional action on the part of any employee or spouse shall be required. The Employers agree that participation (or non-participation) in the Wellness Plan shall not be used in any way to initiate or support an employment action of any kind. The parties further agree that accommodations shall be made to facilitate participation of retired employees that reside outside of Kane County. Participation in the Wellness Plan shall not require or constitute any waiver of an individual's right to privacy under HIPAA, or other applicable laws. Employees and/or their spouses who choose not to participate shall continue to pay an additional \$50 per employee and/or spouse per month toward health insurance premiums.

Section 2. Future Plans

Should the County adopt plans or policies which affect Employee's insurance benefits (including what is commonly referred to as flexible benefit program), employees of the Employer

shall have the option to participate in the same plans or programs in the same manner as other County Employees.

In addition, in the event the County agrees to a lower overall contribution for employees who participate in County plan(s), the lower overall contribution rate shall apply to employees covered by this Agreement.

Section 3. Life Insurance

The County will provide information concerning any available additional life insurance through IMRF and at the request of the employee shall make such necessary deductions from the employee's paycheck.

Section 4. Health Care Continuation Coverage for Retirees, Medicare Eligible Retirees and Disabled Employees

A. Retirees

The County shall pay 10% of the cost of continued medical insurance benefits under the same terms and coverage for the non-Medicare eligible retired employee as the employee received for the 12 months preceding retirement.

Employees retiring under regular IMRF must be at least 55 years of age with at least eight (8) years of service. Sheriff's Law Enforcement Personnel (SLEP) members who retire (at any age) must have at least 20 years of SLEP credit.

In order to be eligible for the 10% premium reduction, an employee must have been employed by the Employer for 15 or more consecutive years.

Retired employees who wish to take advantage of this medical insurance must pay 90% of the premium for either single or dependent coverage. The premium is due on the 1st of each month and must be submitted to Human Resources in order for coverage to be maintained.

B. Medicare Eligible Retirees, Disabled Employees and Surviving Spouses

Kane County offers a reduced benefit PPO health care plan to Medicare eligible retirees, disabled employees and surviving spouses. The PPO plan includes a separate deductible of \$500.00 for outpatient drugs to be paid at 80% (coinsurance does not go towards the outpatient prescription maximum). The full amount of the premium that must be paid is established by the County Board each year.

C. Retirees -- Annual Open Enrollment

Retired employees may elect to change medical insurance plans during the annual open enrollment period for active county employees each year.

ARTICLE XXIV.
VACANCIES

Section 1. Determination of Vacancies

The Sheriff shall solely determine when a vacancy exists and whether or not to fill the vacancy.

Section 2. Posting

Whenever shift vacancy occurs, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for 10 working days. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed 30 consecutive days. Job openings that remain open more than 30 consecutive days at a time shall not be considered temporary job openings.

During this period, employees who wish to apply for the vacant shift assignment, including employees on layoff, may do so.

Section 3. Selection

The Sheriff, or his designee, shall be the sole person to select those persons to fill vacancies. Provided, however, in making the selection, the Sheriff or his designee shall give consideration to factors such as seniority, experience, training, proven ability, demeanor, evaluations, and any other evidence brought to the Sheriff's attention which impacts on the criteria which relates to the vacancy.

ARTICLE XXV.
SAFETY AND HEALTH

Section 1. General Duty

The Employer and Union shall cooperate so that the Employer can continue its efforts to provide for a safe working environment, including tools and equipment, for its employees as is legally required by federal and state laws.

Section 2. Limitation

The parties agree that grievances alleging violation of Section I of this Article may be processed to Step III of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

Section 3. Safety Committee

Two (2) employees designated by the Union and two (2) persons designated by the Employer shall comprise safety committee for the purpose of discussing safety and health issues relating to employees and to recommend reasonable safety and health criteria relating to equipment

and facilities. The committee will meet on a reasonable basis at a mutually agreed time. Employees attending a committee meeting will be paid if the meeting is scheduled during an employee's working hours. Formal recommendations of the committee shall be submitted in writing to the Sheriff with a copy to the Union, but shall not be binding upon the Employer or the Union.

Section 4. Fitness for Duty Evaluation

Employees may be required to undergo a physical or psychological fitness for duty evaluation by the Sheriff, or his or her designee, where there is a reasonable belief that an employee may not be physically, emotionally or mentally fit to carry out his or her essential job duties. Determining that a fitness for duty evaluation is warranted shall be made by the Sheriff or his/her designee, in accordance with GO-08-01. The basis for the determination shall be set forth in writing to the employee ten (10) days prior to the time the employee is to undergo such testing. However, the ten (10) day notice shall be waived when the employee's conduct imminently or directly threatens the safety to self or others. In that case, a copy shall be given to the employee at the time the employee is ordered to undergo such evaluation.

All examinations and inquiries into an employee's fitness for duty shall be both job related and consistent with operational necessity and shall be no broader or more intrusive than deemed necessary by qualified, licensed and certified medical doctors, psychiatrists or psychologists.

An Employee shall have the right to inform the Union of the order after it is received and shall have the right to secure a similar fitness for duty evaluation at the employee's own expense from a qualified, licensed and certified medical doctor, psychiatrist or psychologist of their own choosing.

The Employee shall sign any and all releases or authorizations required by the medical doctor, psychiatrist, or psychologist, as the case may be, to release the information and evaluation obtained as a result of a fitness for duty evaluation to the Employer. The Employer recognizes the employee's right to privacy and agrees that any information and evaluation obtained pursuant to this section shall be placed in the employee's secure medical file. The evaluation and information provided to the Employer as a result of such fitness for duty evaluation shall be provided to the employee.

In the event the Employer seeks to terminate an employee covered under this Agreement, based on the fitness for duty evaluation and other information obtained pursuant to GO-08-01, the Sheriff or his/her designee shall meet with the employee involved and inform the employee of the contemplated action and the reason thereof. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee. If the Employer and the Employee are unable to agree to the findings of the fitness for duty examination, the doctors representing the employee and the Employer shall pick a third-party qualified physician in that field to arbitrate the decision. The physician can be chosen from a list of area physicians qualified in that practice.

Section 5. Drug and Alcohol Testing

See Appendix C reference Drug and Alcohol Testing procedures.

The parties agree to continue to discuss the language of Section 8. of Appendix C. "Voluntary Requests for Assistance and Discipline and incorporate changes via a Memorandum of Understanding.

ARTICLE XXVI.
HOURS OF WORK

Section 1. Hours/Overtime

a. Workweek/Period -- The workweek is a one-hundred and sixty-eight (168) hour period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. The regular hours for the work period shall consist of forty (40) hours beginning at 0001 hours on a designated Sunday and ending seven days later at 2359 hours on Saturday. Time worked shall be defined according to the Fair Labor Standards Act.

b. Overtime -- For full-time employees assigned to non-branch court positions, overtime is defined as all pre-authorized work in excess of eight (8) hours in a single work day.

For employees assigned to branch court positions and for part-time employees, overtime is defined as all pre-authorized work in excess of forty (40) hours per work week period.

Overtime work shall be rounded to the nearest quarter (1/4) hour. Time spent on sick leave, vacations or authorized leave shall not be considered hours worked in computing overtime. However, holidays and compensatory time off shall be considered hours worked in computing overtime. Overtime shall be paid at the rate of time and one-half an employee's base rate of pay.

Section 2. General Provisions for All Employees

a. "The Workday and the Workweek" -- The normal workday shall consist of eight (8) consecutive hours to be broken at approximately mid-point by a meal period plus one (1) paid fifteen (15) minute rest period. The normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.

b. "Meal Periods" -- Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted forty-five (45) minute meal period for employees who are regularly scheduled to work forty hours per week. They shall then receive one (1) fifteen (15) minute rest period during the last half of their shift. Depending on the number of hours worked in a day, part-time employees will receive a rest period as mandated by law. Employees shall have the right to leave the work site for their approved meals and they will notify the Supervisor as to both their departure and arrival in the facility. The Employer will only deny this right when operations would be adversely impacted.

Section 3. Scheduling Practices

There will essentially be two "shifts," "Day Shift" and "Afternoon/Evening Shift" with start times to accommodate the court schedule as set by the judiciary.

Employees will bid for shift preference based on classification seniority once per year or whenever duty assignments are changed as part of a regular rotation of assignment. The annual shift bid process shall be completed prior to the bidding for vacation periods as described in Article 16, Section 4 (October 1). It is required that officers bidding for the Afternoon/Evening Shifts be “Control Room certified.”

Bidding does not include “duty assignments,” such as Courtroom or Screening duties at the Judicial Center, or assignment to the Juvenile Justice Center, Geneva Courthouse or Branch Courts, or “specialty assignments”.

Alternative schedules and flex-time may be used for Branch Court assignments if agreed to by the Sheriff and the employee(s) involved. Decisions of the Sheriff regarding employee requests for alternative schedules or flex-time shall not be subject to the grievance procedure.

Part-time employees will be scheduled by management based on operational needs. Part-time employees shall work a minimum of 400 hours annually, of which 100 hours shall be required to be worked quarterly, and both calculations shall be based on their date of hire. Failure to meet the annual and quarterly minimum hour requirement shall be cause for discipline, up to and including discharge.

Section 4. Overtime Procedure

Voluntary overtime will be offered to the most senior officer at the beginning of each day, and continue to be offered in order of seniority until all overtime needs are filled.

Compulsory (ordered) overtime will be done in a reverse seniority method, starting with the least senior to the most senior. Each day the compulsory (ordered) overtime list will reset, and the least senior officer will be up for compulsory (ordered) overtime. In the case of exigent circumstances (i.e., employee illness, previously scheduled medical appointment, child care issues), an employee may seek relief from working the ordered overtime by finding an alternate employee to fulfill the overtime obligation; provided, however, the ordered employee shall be responsible for finding his/her replacement and notifying the supervisor who ordered the overtime. Employees who are ordered to work overtime, will on each such occasion, be paid a two (2) hour minimum at time and a half.

Section 5. Compensatory Time

Employees may choose to accumulate compensatory time at the applicable rate. Such compensatory time may accumulate up to two hundred and forty (240) hours per year. After the maximum accumulation has been reached, overtime in excess of forty (40) hours in a workweek shall be paid in cash at the rate of one and one-half (1-1/2) times the employee’s regular rate. All reasonable efforts will be made to accommodate an employee’s request to utilize accumulated compensatory time off.

Section 6. **Scheduling of Single Vacation Days, Personal/Sick Days and Compensatory Time**

Provided the maximum number of employees permitted to be off on a single day, as described herein, has not been reached, an employee will be granted a single vacation day, personal/sick day or compensatory time off on a first come, first served basis. No more than three employees will be granted confirmed time off (including vacations, single vacation days, personal/sick days and compensatory time, but excluding FMLA and extended sick leave) for a specific day.

ARTICLE XXVII.
SUBCONTRACTING

Section 1. **General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of economy, improved work product or emergency.

Section 2. **Notice and Discussion**

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the sub-contractor hire laid off employees.

ARTICLE XXVIII.
MANAGEMENT

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include but are not limited to the following:

- a. To plan, direct, control and determine all operations and services of the County Sheriff's Office;
- b. To supervise and direct employees;
- c. To establish the qualifications for employment and to decide which applicants will be employed;

- d. To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedule shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- e. To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- f. To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees with cause);
- g. To establish reasonable work and productivity standards and, from time to time, amend such standards;
- h. To lay off employees;
- i. To maintain efficiency of County Sheriff's Office operations and services;
- j. To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- k. To take whatever action is necessary to comply with all applicable state and federal laws;
- l. To change or eliminate methods, equipment and facilities for the improvement of operations;
- m. To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of Classifications to perform such services;
- n. To contract out for goods and/or services;
- o. To take whatever action is necessary to carry out the functions of the County Sheriff's Office in emergency situations.

ARTICLE XXIX.

COMPLETE AGREEMENT AND MAINTENACE OF STANDARDS

Section 1. Complete Agreement

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as otherwise provided in this Agreement, the Employer and the Union, for life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- a. any subject matter or matter specifically referred to or covered in this Agreement; and
- b. subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

Section 2. Maintenance of Standards

The Employer agrees that if during the term of this Agreement, it enters into any new agreement with any union or employee group considered to be a county department providing for increased fringe benefits greater than those provided herein (fringe benefits are defined as health and life insurance, and tuition reimbursement) the Employer shall notify the Union and upon request negotiate with the Union concerning the application of the fringe benefit to the bargaining units. However, it is the intent of the Employer not to provide such increased fringe benefit to other union or County Departments without making the same provisions available to the bargaining units.

**ARTICLE XXX.
DURATION**

This Agreement shall be effective and shall continue in full force and effect until November 30, 2027, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2027, either party gives written notice to the other of its intention to amend this Agreement. In the event that such notice is given, negotiations shall begin as soon as practicable thereafter. This Agreement shall remain in full force and be effective during the period of negotiations.

**ARTICLE XXXI.
TERMINATION**

This Agreement shall be effective and continue in full force and effect until midnight November 30, 2027, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2027, or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. The agreement shall remain in force during the term of re-negotiations unless terminated by above appropriate written notice.

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2025.

FOR THE EMPLOYER:

Ronald Hain
Sheriff of Kane County

Corinne Pierog
Chairman, Kane County Board

FOR THE UNION: Teamster Local 700

Ramon D. Williams
President

Robert V. Santana, Jr.
Secretary-Treasurer

**APPENDIX A
COURT SECURITY SENIORITY LIST**

Officers FT	Badge #	Hire Date	Original Hire Date	Sheriff ID #	County Employee #
1.Nelms, Shirley	260	012604		1421	20040021
2.Webster, Bill	283	100912		1667	20120086
3.Piszczek, Russell	251	123013		1687	20130175
4.Wyatt, Tyler	277	073014		1701	20140092
5.Niles, Wesley	299	032116	101315	1718	20150122
6.Puckett, Corliss	271	100318		1805	20180397
7.Franz, Hamilton	262	100719		1861	20190187
8.Martino, Mark	273	101519		1870	20190191
9.Hutchinson, David	263	123019		1877	20200005
10.Betz, Kenneth	257	030821		2025	20210044
11.Quiroga, Christian	276	060121		2042	20210129
12.Olguin, Alejandro*	265	092021		2065	20210198
13.Bruno, Joseph	266	101821		2072	20210233
14.Randazzo, Marie*	278	101821		2073	20210234
15.Hernandez, Jacquelin	293	112921		2081	20210253
16.Flores, Julian*	256	050222		2113	20220133
17.Doorn, Benjamin	296	071122		2124	20220383
18.Shafi, Harris	253	103122		2138	20220627
19.Kulpa, Andy*	289	012223	011723	2144	20230018
20.Vaughan, Tia	264	051523		2168	20230120
21.Chavez, Andy	282	091123		2193	20230221
22.Hernandez, Jenna	284	091123		2191	20230222
23.Gonzalez, Jennifer	292	091123		2192	20190148
24.Doty, Arquelio	254	110623		2204	20230258
25.Griffin, Dominic	290	110623		2205	20230259
26.Gianetto, Mark	252	010824		2212	20240011
27.Bailey, Rena	269	022024		2219	20240053
28.Hatanaka, Shige	281	022024		2220	20240051
29.Rubio, Mireya	280	071524	092623	2198	20230232
30.Petrancosta, Katrina	298	071524	112822	2142	20220663
31.Gartner, Thomas*	297	102124	051021	2036	20210110
Officers PT					
1.Jackson, Kevin	274	030617		1166	19910025
2.Reed, Desiree	288	010319		1810	20190003
3.Thomas, Prue	295	110821		1152	19980093
4.Shinhoster, Larry	259	080122	030821	2026	20210046

**APPENDIX B
WAGES**

Effective as of December 1, 2024, all full-time employees will be paid in accordance with the following wage schedule based on their years of service. Part-time employees will start at the five-year hourly rate for the applicable fiscal year.

Step Schedule for Court Security Officers

	6.00%		3.00%		3.00%	
	12/1/2024	Hourly	12/1/2025	Hourly	12/1/2026	Hourly
Starting	\$ 54,382.24	\$ 26.15	\$ 56,013.71	\$ 26.93	\$ 57,694.12	\$ 27.74
Completion of Year 1	\$ 56,748.16	\$ 27.28	\$ 58,450.60	\$ 28.10	\$ 60,204.12	\$ 28.95
Completion of Year 2	\$ 60,082.92	\$ 28.89	\$ 61,885.41	\$ 29.75	\$ 63,741.97	\$ 30.64
Completion of Year 3	\$ 61,767.26	\$ 29.69	\$ 63,620.28	\$ 30.58	\$ 65,528.89	\$ 31.50
Completion of Year 4	\$ 63,156.92	\$ 30.37	\$ 65,051.63	\$ 31.28	\$ 67,003.18	\$ 32.22
Completion of Year 5	\$ 64,777.66	\$ 31.14	\$ 66,720.99	\$ 32.08	\$ 68,722.62	\$ 33.04
Completion of Year 6 or more	\$ 68,478.12	\$ 32.92	\$ 70,532.46	\$ 33.91	\$ 72,648.44	\$ 34.93

If an employee is currently being paid more than the above schedule provides, that employee will maintain his/her current rate of pay until he/she reaches the next step on the wage schedule.

APPENDIX C DRUG AND ALCOHOL TESTING

Section 1. Statement of Policy

It is the policy of the Employer that the public has a reasonable right to expect the employees of the Sheriff's Office to be free from the effects of drugs and alcohol and have the physical stamina and emotional stability to perform their assigned duties. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any rights of the employees established in this Agreement.

Section 2. Prohibitions

Unless assigned to an investigative unit which requires the conduct set forth below, Sheriff employees shall be prohibited from:

- a. being under the influence of alcohol or illegal or illegally obtained drugs during the course of their workday;
- b. consuming or possessing alcohol, except as may be necessary in the performance of their duty, at any time during the workday, or anywhere on the Employer's premises or work sites, buildings or properties or any vehicle owned by the employer or any vehicle not owned by the Employer but used in service to the Employer;
- c. the unlawful manufacture, possession, use, sale, purchase, dispensation, or delivery of any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- d. failing to report to their supervisor any adverse side effects of medication or prescription drugs that the employee knows could interfere with the performance of his or her job duties;
- e. intentionally tampering with, substituting for, or causing another person to tamper with, substitute for a urine and/or blood specimen.

Violation of the above-referenced prohibitions shall be cause for discipline, up to and including discharge.

Section 3. Drug and Alcohol Testing Permitted

Testing is permitted where the Employer has reasonable suspicion to believe.

- a. that an employee is under the influence of alcohol or illegal drugs during the course of the workday;
- b. has abused prescribed drugs; or

- c. has used illegal or illegally obtained drugs.
- d. employee appears to be unable to perform his/her job safely.

The Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also require an employee to randomly submit to alcohol or drug testing where the employee is assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such employee's duties are primarily related to drug enforcement. The Employer may require any employee accepting an assignment requiring a commercial driver's license to submit to alcohol or drug testing as may be permitted by law. At least two supervisory personnel must state their reasonable suspicions concerning an affected employee prior to any direction to submit the employee to the testing authorized herein. The foregoing shall not limit the right of the Employer to conduct any tests it may deem appropriate for persons seeking employment with the Sheriff's Office, transfer or upon promotion to another position within the Office.

Section 4. Order to Submit to Reasonable Suspicion Testing

At the time an employee is directed to submit to testing as authorized by this Agreement, the Employer shall provide the employee with oral notice briefly outlining the reasonable suspicion leading to the request. Within seventy-two (72) hours of the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee and the Union with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may possess.

Section 5. Random Drug Testing

- a. All employees of this bargaining unit will be subject to Random Drug Testing. Such testing will be during an employee's regularly scheduled shift.
- b. Upon notification that an employee is scheduled for Random Drug Testing, such employee will appear at the required location specified for the drug testing. **(See Drug Testing Locations Appendix D)**
- c. The employee must appear at the required location during their regularly scheduled shift, but not later than 6 hours from the time they receive the notice.
- d. The employee will be required to show a photo identification card to the testing agency upon their arrival to verify their true identity before the testing procedure will begin. If the employee does not have a photo ID, then the on-duty supervisor will be required to go to the location and verify the identity of the employee.
- e. The random selection process shall be by computer-generated numbers for each sworn officer of the department. Such computer-generated program shall be performed by an outside contractor hired by the Employer after consultation with the Union. The outside contractor shall be one that specializes in such functions.

- f. The outside contractor shall not select more than four (4) Sheriff's employees from the computer-generated list per month for random drug testing.
- g. The dates for said tests shall also be chosen at random by the same outside contractor. To maintain the security of the selection process, the contractor shall deal only with the Sheriff or, in the Sheriff's absence, a designee for purposes of notifying the Sheriff of testing dates and individuals selected. The list of selected member(s) shall be provided to the Union after the testing dates for the affected member(s).
- h. On the same day the employee has been given notice for testing, the Union representative will also be notified that the employee has been selected. The Union representative shall insure only those employees originally selected were actually tested. The Sheriff or designee shall assist the Union representative in understanding any discrepancies.
- i. Immediately after being ordered, refusal to report for testing shall constitute insubordination and will result in the imposition of statutory and departmental rules, regulations and procedures concerning the imposition of discipline.
- j. An employee who tests positive after a random drug test shall be subject to the same conditions as those who test positive under "reasonable suspicion" drug test and shall be subject to discipline for any violations of Section 2.
- k. The random selection of a member will not result in the member's name being removed from any future selection process.
- l. If an officer is selected for a random test, but is unavailable due to extenuating circumstances, no disciplinary action will be taken (e.g., in court, on a surveillance, engaged in a police activity that the employee is participating in such as a drug raid, hostage situation, etc.). The test will be administered as soon as practicable after the employee is available.

Section 6. Tests to be Conducted

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

- a. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) and Department of Transportation (DOT)
- b. select a laboratory or facility that conforms to all NIDA standards and DOT;
- c. establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result;

- d. collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing, if requested by the employee;
- e. collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;
- f. confirm any sample that tests positive in the initial screening for drugs by re-testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected rug or drug metabolites;
- g. provide the tested employee with the opportunity to have an additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- h. require that a laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of the tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interest;
- i. require that with regard to drug testing, for the purpose of determining whether the employee is under the influence of drugs on a 5-panel drug test with test results higher than the following:

Amphetamines 1000ng/ml

Cocaine Metabolites 300ng/ml

Marijuana Metabolites 50ng/ml

Opiates 2000ng/ml

Phencyclidine 25ng/ml

those testing higher will be removed from safety sensitive positions.

- j. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of **.04** or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempt to show that test results between **.02 and .04** demonstrate that the employee was under the influence, but the Employer shall bear the burden

of proof in such cases); those testing .04 or higher, will be removed from safety sensitive positions.

- k. provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- l. ensure that no employee is the subject of any adverse employment action except emergency temporary assignment or relief of duty during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 7. Right to Contest.

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

Section 8. Voluntary Requests for Assistance and Discipline

The Employer shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. All such requests for assistance and/or referral to treatment shall remain confidential and any information received by the Employer concerning counseling, referral, and/or treatment shall not be used in any manner adverse to the employee's interest, except as described in this Agreement.

The foregoing is contingent upon:

- a. The alcohol or drug use at issue does not involve any illegal activity; and
- b. The employee agreeing to the appropriate treatment as determined by the physician(s) involved; and
- c. The employee discontinues his use of illegal drugs or abuse of alcohol; and
- d. The employee completes the course of treatment prescribed, including an "after-care" group for a period up to twenty-four (24) months; submits proof of completion; and
- e. The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during hours of work shall be subject to discipline, up to and including discharge.

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

APPENDIX D
DRUG TESTING LOCATIONS


Midwest Occupational Health MS
221 S. Lincolnway St., North Aurora, IL 60542
Walk-in drug testing 10:30 a.m. to 4:30 p.m.

**APPENDIX E
KANE COUNTY
HEALTH PLAN FEATURES**



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$0	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your <u>deductible</u> ?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$1,500 Individual/\$3,000 Family Prescription drug expense limit: \$500 Individual/\$1,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of <u>participating providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>Referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>Referral</u> before you see the <u>specialist</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	<u>Referral</u> required.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.bcbsil.com	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs. Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order)	Not Covered	Certain women's <u>preventative services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	Not Covered	30-day retail/90-day mail. RX Out-of-Pocket Expense Limit: \$500 Individual/\$1,500 Family.
	<u>Specialty drugs</u>	Applicable <u>copay</u>	Not Covered	Coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need immediate medical attention	<u>Emergency room care</u>	Facility Charges: \$250 <u>copay</u> /visit ER Physician Charges: No Charge	Facility Charges: \$250 <u>copay</u> /visit ER Physician Charges: No Charge	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Ground transportation only.
	<u>Urgent care</u>	\$30 <u>copay</u> /visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay</u> /visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	\$250 <u>copay</u> /admission	Not Covered	Unlimited days. <u>Referral</u> required.
If you are pregnant	Office visits	\$30 <u>copay</u> /visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Rehabilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	60 visits combined for all therapies.
	<u>Habilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	<u>Referral</u> required.
	<u>Skilled nursing care</u>	\$250 <u>copay</u> /admission	Not Covered	Excludes custodial care. <u>Referral</u> required.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Referral</u> required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	No Charge	Not Covered	Inpatient <u>copay</u> may apply. <u>Referral</u> required.
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at <u>participating providers</u> .
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> • Custodial care • Dental care (Adult) 	<ul style="list-style-type: none"> • Long-term care • Non-emergency care when traveling outside the U.S. 	<ul style="list-style-type: none"> • Private-duty nursing • Routine foot care (with the exception of person with diagnosis of diabetes)
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Chiropractic care 	<ul style="list-style-type: none"> • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) • Hearing aids (for children 1 per ear every 24 months for, adults up to \$2,500 per ear every 24 months) • Infertility treatment 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsil.com • Routine eye care (Adult) • Weight loss programs (except when non-medically supervised)

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

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

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

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

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

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

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

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

About these Coverage Examples:



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

Peg is Having a Baby

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

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$360

Managing Joe's Type 2 Diabetes

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

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
 Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture

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

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>copayment</u>	\$0
■ Other <u>copayment</u>	\$0

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$500




Health care coverage is important for everyone.		
If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984. We provide free communication aids and services for anyone with a disability or who needs language assistance.		
We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability. If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.		
Office of Civil Rights Coordinator 300 E. Randolph St., 35 th Floor Chicago, IL 60601	Phone: TTY/TDD: Fax:	855-664-7270 (voicemail) 855-661-6965 855-661-6960
You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:		
U.S. Dept. of Health & Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201	Phone: TTY/TDD: Complaint Portal: Complaint Forms:	800-368-1019 800-537-7697 https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html

To receive language or communication assistance free of charge, please call us at 855-710-6984.	
Español	Llámenos al 855-710-6984 para recibir asistencia lingüística o comunicación en otros formatos sin costo.
العربية	لتلقي المساعدة اللغوية أو التواصل مجاناً، يرجى الاتصال بنا على الرقم 855-710-6984.
繁體中文	如欲獲得免費語言或溝通協助，請撥打855-710-6984與我們聯絡。
Français	Pour bénéficier gratuitement d'une assistance linguistique ou d'une aide à la communication, veuillez nous appeler au 855-710-6984.
Deutsch	Um kostenlose Sprach- oder Kommunikationshilfe zu erhalten, rufen Sie uns bitte unter 855-710-6984 an.
ગુજરાતી	ભાષા અથવા સંચાર સહાય મફતમાં મેળવવા માટે, કૃપા કરીને અમને 855-710-6984 પર કોલ કરો.
हिंदी	निःशुल्क भाषा या संचार सहायता प्राप्त करने के लिए, कृपया हमें 855-710-6984 पर कॉल करें।
Italiano	Per assistenza gratuita alla lingua o alla comunicazione, chiami il numero 855-710-6984.
한국어	언어 또는 의사소통 지원을 무료로 받으려면 855-710-6984번으로 전화해 주세요.
Navajo	Niná: Doo bilagáana bizaad dinits'á'góó, shá ata' hodooni nínízingo, t'áájíík'eh bee náhaz'á. 1-866-560-4042 jí' hodíilni.
فارسی	برای دریافت کمک زبانی یا ارتباطی رایگان، لطفاً با شماره 855-710-6984 تماس بگیرید.
Polski	Aby uzyskać bezpłatną pomoc językową lub komunikacyjną, prosimy o kontakt pod numerem 855-710-6984.
Русский	Чтобы бесплатно воспользоваться услугами перевода или получить помощь при общении, звоните нам по телефону 855-710-6984.
Tagalog	Para makatanggap ng tulong sa wika o komunikasyon nang walang bayad, pakitawagan kami sa 855-710-6984.
اردو	مفت میں زبان یا مواصلت کی مدد موصول کرنے کے لیے، براہ کرم ہمیں 855-710-6984 پر کال کریں۔
Tiếng Việt	Để được hỗ trợ ngôn ngữ hoặc giao tiếp miễn phí, vui lòng gọi cho chúng tôi theo số 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$0	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your <u>deductible</u> ?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$1,500 Individual/\$3,000 Family Prescription drug expense limit: \$500 Individual/\$1,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of <u>participating providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>Referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>Referral</u> before you see the <u>specialist</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	<u>Referral</u> required.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.bcbsil.com	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs. Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order)	Not Covered	Certain women's <u>preventative services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	Not Covered	30-day retail/90-day mail. RX Out-of-Pocket Expense Limit: \$500 Individual/\$1,500 Family.
	<u>Specialty drugs</u>	Applicable <u>copay</u>	Not Covered	Coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need immediate medical attention	<u>Emergency room care</u>	Facility Charges: \$250 <u>copay</u> /visit ER Physician Charges: No Charge	Facility Charges: \$250 <u>copay</u> /visit ER Physician Charges: No Charge	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Ground transportation only.
	<u>Urgent care</u>	\$30 <u>copay</u> /visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay</u> /visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	\$250 <u>copay</u> /admission	Not Covered	Unlimited days. <u>Referral</u> required.
If you are pregnant	Office visits	\$30 <u>copay</u> /visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	\$250 <u>copay</u> /admission	Not Covered	<u>Referral</u> required.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
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If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Rehabilitation services</u>	\$30 <u>copay</u> /visit	Not Covered	60 visits combined for all therapies.
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	<u>Skilled nursing care</u>	\$250 <u>copay</u> /admission	Not Covered	Excludes custodial care. <u>Referral</u> required.
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If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at <u>participating providers</u> .
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> • Custodial care • Dental care (Adult) 	<ul style="list-style-type: none"> • Long-term care • Non-emergency care when traveling outside the U.S. 	<ul style="list-style-type: none"> • Private-duty nursing • Routine foot care (with the exception of person with diagnosis of diabetes)
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<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Chiropractic care 	<ul style="list-style-type: none"> • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) • Hearing aids (for children 1 per ear every 24 months for, adults up to \$2,500 per ear every 24 months) • Infertility treatment 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsil.com • Routine eye care (Adult) • Weight loss programs (except when non-medically supervised)

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

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

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

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

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

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) copayment \$0
- Other copayment \$0

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$360

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

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) copayment \$0
- Other copayment \$0

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) copayment \$0
- Other copayment \$0

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$500




Health care coverage is important for everyone.		
If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984. We provide free communication aids and services for anyone with a disability or who needs language assistance.		
We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability. If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.		
Office of Civil Rights Coordinator 300 E. Randolph St., 35 th Floor Chicago, IL 60601	Phone: TTY/TDD: Fax:	855-664-7270 (voicemail) 855-661-6965 855-661-6960
You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:		
U.S. Dept. of Health & Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201	Phone: TTY/TDD: Complaint Portal: Complaint Forms:	800-368-1019 800-537-7697 https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html

To receive language or communication assistance free of charge, please call us at 855-710-6984.	
Español	Llámenos al 855-710-6984 para recibir asistencia lingüística o comunicación en otros formatos sin costo.
العربية	لتلقي المساعدة اللغوية أو التواصل مجاناً، يرجى الاتصال بنا على الرقم 855-710-6984.
繁體中文	如欲獲得免費語言或溝通協助，請撥打855-710-6984與我們聯絡。
Français	Pour bénéficier gratuitement d'une assistance linguistique ou d'une aide à la communication, veuillez nous appeler au 855-710-6984.
Deutsch	Um kostenlose Sprach- oder Kommunikationshilfe zu erhalten, rufen Sie uns bitte unter 855-710-6984 an.
ગુજરાતી	ભાષા અથવા સંચાર સહાય મફતમાં મેળવવા માટે, કૃપા કરીને અમને 855-710-6984 પર કોલ કરો.
हिंदी	निःशुल्क भाषा या संचार सहायता प्राप्त करने के लिए, कृपया हमें 855-710-6984 पर कॉल करें।
Italiano	Per assistenza gratuita alla lingua o alla comunicazione, chiami il numero 855-710-6984.
한국어	언어 또는 의사소통 지원을 무료로 받으려면 855-710-6984번으로 전화해 주세요.
Navajo	Niná: Doo bilagáana bizaad dinits'á'góó, shá ata' hodooni nínízingo, t'áájí'ík'eh bee náhaz'á. 1-866-560-4042 jí' hodíilni.
فارسی	برای دریافت کمک زبانی یا ارتباطی رایگان، لطفاً یا شماره 855-710-6984 تماس بگیرید.
Polski	Aby uzyskać bezpłatną pomoc językową lub komunikacyjną, prosimy o kontakt pod numerem 855-710-6984.
Русский	Чтобы бесплатно воспользоваться услугами перевода или получить помощь при общении, звоните нам по телефону 855-710-6984.
Tagalog	Para makatanggap ng tulong sa wika o komunikasyon nang walang bayad, pakitawagan kami sa 855-710-6984.
اردو	مفت میں زبان یا مواصلت کی مدد موصول کرنے کے لیے، براہ کرم ہمیں 855-710-6984 پر کال کریں۔
Tiếng Việt	Để được hỗ trợ ngôn ngữ hoặc giao tiếp miễn phí, vui lòng gọi cho chúng tôi theo số 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-295-0593 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: \$3,750 Individual/\$7,500 Family Out-of-Network: \$7,500 Individual/\$15,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> is covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. \$300 <u>deductible</u> for Out-of-Network hospital admission. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
What is the out-of-pocket limit for this plan?	In-Network: \$3,750 Individual/\$7,500 Family Out-of-Network: \$7,500 Individual/\$15,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-295-0593 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No Charge	20% <u>coinsurance</u>	Virtual visits: No Charge; <u>deductible</u> applies. See your benefit booklet* for details.
	<u>Specialist</u> visit	No Charge	20% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	No Charge	20% <u>coinsurance</u>	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com	Generic drugs	No Charge	No Charge	30-day supply at Retail 90-day supply at Mail Order
	Preferred brand drugs	No Charge	No Charge	For Out-of-Network drug <u>provider</u> , you are responsible for 20% of the eligible amount. Dispensing limit may apply to certain drugs.
	Non-preferred brand drugs	No Charge	No Charge	Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available.
	<u>Specialty drugs</u>	No Charge	Not Covered	Certain women's <u>preventive services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. <u>Specialty drug coverage</u> based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	None

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	Facility Charges: No Charge ER Physician Charges: No Charge	Facility Charges: No Charge ER Physician Charges: No Charge	None
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	No Charge	20% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required.
	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details. Virtual visits: No Charge; <u>deductible</u> applies. See your benefit booklet* for details.
	Inpatient services	No Charge	20% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required.
If you are pregnant	Office visits	No Charge	20% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>deductible</u> may apply. Maternity care may include tests and service described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge	20% <u>coinsurance</u>	
	Childbirth/delivery facility services	No Charge	20% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> .

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	No Charge	20% <u>coinsurance</u>	Limited to 60 visits per benefit period for occupational therapy, 60 visits per benefit period for speech therapy, and 60 visits per benefit period for physical therapy. <u>Preauthorization</u> may be required.
	<u>Habilitation services</u>	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Skilled nursing care</u>	No Charge	20% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.
	<u>Durable medical equipment</u>	No Charge	20% <u>coinsurance</u>	Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price). <u>Preauthorization</u> may be required.
	<u>Hospice services</u>	No Charge	20% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> Acupuncture Dental care (Adult) 	<ul style="list-style-type: none"> Long term care Routine eye care (Adult) 	<ul style="list-style-type: none"> Routine foot care (with the exception of person with diagnosis of diabetes) Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> Bariatric surgery Chiropractic care (Chiropractic and Osteopathic manipulation limited to 60 visits per calendar year) Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> Hearing aids for children 1 per ear every 24 months, for adults up to \$2,500 per ear every 24 months) Infertility treatment (4 invitro attempt maximum per benefit period) Most coverage provided outside the United States. See www.bcbsil.com 	<ul style="list-style-type: none"> Non-emergency care when traveling outside the U.S. Private-duty nursing (with the exception of inpatient private duty nursing) (unlimited visits per calendar year)

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Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijjigo holne' 1-800-295-0593.

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

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Peg is Having a Baby

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

■ The <u>plan's</u> overall <u>deductible</u>	\$3,750
■ <u>Specialist</u> coinsurance	0%
■ Hospital (facility) <u>coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$3,750
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$3,810

Managing Joe's Type 2 Diabetes

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

■ The <u>plan's</u> overall <u>deductible</u>	\$3,750
■ <u>Specialist</u> coinsurance	0%
■ Hospital (facility) <u>coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$3,750
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$3,770

Mia's Simple Fracture

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

■ The <u>plan's</u> overall <u>deductible</u>	\$3,750
■ <u>Specialist</u> coinsurance	0%
■ Hospital (facility) <u>coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,800
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	2,800




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If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984. We provide free communication aids and services for anyone with a disability or who needs language assistance.		
We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability. If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.		
Office of Civil Rights Coordinator 300 E. Randolph St., 35 th Floor Chicago, IL 60601	Phone: TTY/TDD: Fax:	855-664-7270 (voicemail) 855-661-6965 855-661-6960
You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:		
U.S. Dept. of Health & Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201	Phone: TTY/TDD: Complaint Portal: Complaint Forms:	800-368-1019 800-537-7697 https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html

To receive language or communication assistance free of charge, please call us at 855-710-6984.	
Español	Llámenos al 855-710-6984 para recibir asistencia lingüística o comunicación en otros formatos sin costo.
العربية	لتلقي المساعدة اللغوية أو التواصل مجاناً، يرجى الاتصال بنا على الرقم 855-710-6984.
繁體中文	如欲獲得免費語言或溝通協助，請撥打855-710-6984與我們聯絡。
Français	Pour bénéficier gratuitement d'une assistance linguistique ou d'une aide à la communication, veuillez nous appeler au 855-710-6984.
Deutsch	Um kostenlose Sprach- oder Kommunikationshilfe zu erhalten, rufen Sie uns bitte unter 855-710-6984 an.
ગુજરાતી	ભાષા અથવા સંચાર સહાય મફતમાં મેળવવા માટે, કૃપા કરીને અમને 855-710-6984 પર કૉલ કરો.
हिंदी	निःशुल्क भाषा या संचार सहायता प्राप्त करने के लिए, कृपया हमें 855-710-6984 पर कॉल करें।
Italiano	Per assistenza gratuita alla lingua o alla comunicazione, chiami il numero 855-710-6984.
한국어	언어 또는 의사소통 지원을 무료로 받으려면 855-710-6984번으로 전화해 주세요.
Navajo	Niná: Doo bilagáana bizaad dinits'á'góó, shá ata' hodooni nínízingo, t'áájíik'eh bee náhaz'á. 1-866-560-4042 jí' hodíilni.
فارسی	برای دریافت کمک زبانی یا ارتباطی رایگان، لطفاً با شماره 855-710-6984 تماس بگیرید.
Polski	Aby uzyskać bezpłatną pomoc językową lub komunikacyjną, prosimy o kontakt pod numerem 855-710-6984.
Русский	Чтобы бесплатно воспользоваться услугами перевода или получить помощь при общении, звоните нам по телефону 855-710-6984.
Tagalog	Para makatanggap ng tulong sa wika o komunikasyon nang walang bayad, pakitawagan kami sa 855-710-6984.
اردو	مفت میں زبان یا مواصلت کی مدد موصول کرنے کے لیے، براہ کرم ہمیں 855-710-6984 پر کال کریں۔
Tiếng Việt	Để được hỗ trợ ngôn ngữ hoặc giao tiếp miễn phí, vui lòng gọi cho chúng tôi theo số 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-295-0593 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u>?	In-Network: \$750 Individual/\$2,250 Family Out-of-Network: \$1,500 Individual/\$4,500 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u>?	Yes. Certain <u>preventive care</u> , services that charge a <u>copay</u> , <u>prescription drugs</u> , and emergency room services are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	Yes. \$300 <u>deductible</u> for Out-of-Network hospital admission. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u>?	In-Network: \$2,750 Individual/\$8,250 Family Out-of-Network: \$5,500 Individual/\$14,250 Family <u>Prescription drug expense limit</u> : \$500 Individual/\$1,500 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u>?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u>?	Yes. See www.bcbsil.com or call 1-800-295-0593 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u>?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	Virtual visits: \$30/visit; <u>deductible</u> does not apply. See your benefit booklet* for details.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	40% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsil.com	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$10 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	30-day supply at Retail 90-day supply at Mail Order Rx Out-of-Pocket Expense Limit: \$500 Individual/\$1,500 Family
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$40 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	For Out-of-Network drug <u>provider</u> , you are responsible for 50% of the eligible amount after the <u>copayment</u> . Dispensing limit may apply to certain drugs.
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$60 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available. Certain women's <u>preventive services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	<u>Specialty drugs</u>	\$60 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Not Covered	<u>Specialty drug</u> coverage based on group policy. Prior authorization may be required. Specialty retail limited to a 30-day supply.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	Facility Charges: \$250 <u>copay/visit</u> ; <u>deductible</u> does not apply ER Physician Charges: No Charge; <u>deductible</u> does not apply	Facility Charges: \$250 <u>copay/visit</u> ; <u>deductible</u> does not apply ER Physician Charges: No Charge; <u>deductible</u> does not apply	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	\$30 <u>copay/visit</u> ; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay/office visit</u> ; <u>deductible</u> does not apply; 20% <u>coinsurance</u> for other outpatient services	40% <u>coinsurance</u>	PCP <u>copay</u> applies to psychotherapy office visit only. <u>Preauthorization</u> may be required; see your benefit booklet* for details. Virtual Visits: \$30/visit; <u>deductible</u> does not apply. See your benefit booklet* for details.
	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required.
If you are pregnant	Office visits	\$30 PCP/\$50 SPC <u>copay/visit</u> ; <u>deductible</u> does not apply	40% <u>coinsurance</u>	<u>Copay</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for preventive services. Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> .
If you need help recovering or have	<u>Home health care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
other special health needs	<u>Habilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price). <u>Preauthorization</u> may be required.
	<u>Hospice services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> Acupuncture Dental care (Adult) 	<ul style="list-style-type: none"> Long term care Routine eye care (Adult) 	<ul style="list-style-type: none"> Routine foot care (with the exception of person with diagnosis of diabetes) Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
<ul style="list-style-type: none"> Bariatric surgery Chiropractic care (Chiropractic and Osteopathic manipulation limited to 15 visits per calendar year) Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> Hearing aids for children 1 per ear every 24 months, for adults up to \$2,500 per ear every 24 months) Infertility treatment (4 invitro attempt maximum per benefit period) Most coverage provided outside the United States. See www.bcbsil.com 	<ul style="list-style-type: none"> Non-emergency care when traveling outside the U.S. Private-duty nursing (with the exception of inpatient private duty nursing) (unlimited visits per calendar year)

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

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-295-0593, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-295-0593 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet the Minimum Value Standards? Yes

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

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-295-0593.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-295-0593.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-295-0593.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijjigo holne' 1-800-295-0593.

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

About these Coverage Examples:



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

Peg is Having a Baby

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

■ The <u>plan's</u> overall <u>deductible</u>	\$750
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$750
<u>Copayments</u>	\$30
<u>Coinsurance</u>	\$2,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,810

Managing Joe's Type 2 Diabetes

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

■ The <u>plan's</u> overall <u>deductible</u>	\$750
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$750
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$30
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,800

Mia's Simple Fracture

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

■ The <u>plan's</u> overall <u>deductible</u>	\$750
■ <u>Specialist copayment</u>	\$50
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$750
<u>Copayments</u>	\$400
<u>Coinsurance</u>	\$200
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,350



Health care coverage is important for everyone.	
If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984. We provide free communication aids and services for anyone with a disability or who needs language assistance.	
We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability. If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.	
Office of Civil Rights Coordinator 300 E. Randolph St., 35 th Floor Chicago, IL 60601	Phone: 855-664-7270 (voicemail) TTY/TDD: 855-661-6965 Fax: 855-661-6960
You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:	
U.S. Dept. of Health & Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201	Phone: 800-368-1019 TTY/TDD: 800-537-7697 Complaint Portal: https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf Complaint Forms: https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html

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فارسی	برای دریافت کمک زبانی یا ارتباطی رایگان، لطفاً یا شماره 855-710-6984 تماس بگیرید.
Polski	Aby uzyskać bezpłatną pomoc językową lub komunikacyjną, prosimy o kontakt pod numerem 855-710-6984.
Русский	Чтобы бесплатно воспользоваться услугами перевода или получить помощь при общении, звоните нам по телефону 855-710-6984.
Tagalog	Para makatanggap ng tulong sa wika o komunikasyon nang walang bayad, pakitawagan kami sa 855-710-6984.
اردو	مفت میں زبان یا مواصلت کی مدد موصول کرنے کے لیے، براہ کرم ہمیں 855-710-6984 پر کال کریں۔
Tiếng Việt	Để được hỗ trợ ngôn ngữ hoặc giao tiếp miễn phí, vui lòng gọi cho chúng tôi theo số 855-710-6984.