

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE KANE COUNTY CIRCUIT COURT CLERK

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, (AFSCME), AFL-CIO,
COUNCIL 31, ON BEHALF OF AND WITH LOCAL 3966**

EFFECTIVE DATES

DECEMBER 1, 2023 - November 30, 2025

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PREAMBLE

This Agreement is entered into by the Circuit Clerk of Kane County, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO on Behalf of and with Local 3966, hereinafter referred to as 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 that provisions of the Collective Bargaining Agreement are in conflict with provisions of the Circuit Clerk Policy Handbook, the provisions of 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. Unit Description

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

All full-time and regular part-time Deputy Clerks employed by the Clerk of the Circuit Court of Kane County including those titles of Deputy Clerks (Court and Office ("COO"), Office Operations Support Team, and Records), but excluding all Chiefs, Managers, Executive Assistants, Supervisors, Assistant Supervisors, and other supervisory, managerial, and confidential employees as defined by the Act.

If the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

Section 2. New Classifications

If a new job 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 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 III of the Grievance Procedure within ten (10) days from the 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. They may also 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.

Section 4. Abolition, Merger or Change of Job Classification

If the Employer determines to abolish, merge or change existing job 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.

ARTICLE 2.
PROBATIONARY EMPLOYEES

Employees shall be "probationary employees" for their first six (6) months of employment with the Circuit Clerk's Office. Once a month during the probationary period, the supervisor will evaluate performance and discuss the evaluation with the employee. The discipline, layoff, transfer or termination of a probationary employee shall not be subject to the grievance and arbitration procedures and shall not be a violation of this Agreement. However, probationary employees facing a possible discipline will be informed that they may have a union steward present for the meeting. The union steward's role will be limited to that of observer status and the union steward will not be permitted to participate in the discussion.

ARTICLE 3.
SAVINGS CLAUSE

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

ARTICLE 4.
UNION SECURITY

Section 1. Deductions

The Employer agrees to deduct from the pay of those employees who individually and voluntarily authorize 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) P.E.O.P.L.E. contributions.

Requests submitted by the Union for any of the above deductions shall be made in accordance with the terms of the affected employee's written authorization form and shall be consistent with all applicable laws and this Article 4. The Union shall advise the Employer in writing of the deduction rate and any increase in dues or other approved deductions in writing at least thirty (30) calendar days prior to its effective date. Such lawful and authorized deductions shall be remitted to AFSCME each payday by regular U.S. Mail sent to: AFSCME Council 31 at P.O. Box 2328, Springfield, IL 62705 2328.

There is nothing in this Section that is to be construed as an impediment to an employee's right to resign from union membership at any time. The Parties agree that any written authorization that is irrevocable for one year (or longer) must contain at least an annual ten (10) day period of time during which the employee may revoke the authorization.

Dues deduction authorization forms shall remain in effect until: (a) the Employer receives notice that the employee has revoked their authorization in writing in accordance with the terms of the authorization form; or (b) the affected employee is no longer employed by the Employer in a bargaining unit position represented by AFSCME, provided that if the affected employee is, within a period of one year, employed by the same Employer in a position represented by AFSCME, the right to dues deduction shall be automatically reinstated. Should the affected employee who signed a dues deduction authorization card either be removed from the Employer's payroll or otherwise placed on any type of involuntary or voluntary leave of absence, whether paid or unpaid, the employee's dues deduction shall be continued upon the employee's return to the payroll in a bargaining unit position represented by AFSCME or restoration to active duty from such a leave of absence. Upon receipt by AFSCME of an appropriate written authorization from an employee, written notice of authorization shall be provided to the Employer, and any authorized deductions shall be made in accordance with the law. AFSCME shall indemnify the Employer for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on AFSCME's notification pursuant to this Article 4.

Section 2. Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 3. Notice and Appeal

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

Section 4. 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 5.
INDEMNIFICATION

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

ARTICLE 6.
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, disability or political affiliation, provided however that all personnel of the Department must at all times support and defend the Constitution and laws of the United States, State of Illinois and laws promulgated there from.

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 7.
NO STRIKE OR LOCKOUT

Section 1. No Strike Commitment

In consideration of the Employer's commitment as set forth in Section 4 of this Article, the Union, its officers, agents, representatives, members and all other employees shall not, in any way, directly or indirectly, call, initiate, authorize, participate in, sanction, encourage, ratify or condone any strike, sympathy strike, work stoppage, slow down or any other interference with or interruption of 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, by whoever established.

Section 2. Union Liability and Duty

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, work stoppage, work slow-down or any other interference with or interruption of the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

(a) Advise the Employer in writing that such action by the employee has not been called or sanctioned by the Union; and

(b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and

(c) Post notices at the Union Bulletin Boards advising that it disapproves of such action and instructing employees to return to work immediately.

Section 3. Discipline for Violation

The Employer may discharge any employee who violates this Article, and the Union will not resort to the grievance procedures or arbitration on such employee's behalf.

Section 4. No Lockout

In consideration of the Union's commitment as set forth in Section 1 of this Article, the Employer shall not lock out employees during the term of this Agreement.

Section 5. Judicial Remedies

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8.
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. Departmental Seniority means the length of uninterrupted employment an employee has in the office of the Clerk of the Circuit Court.

A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon completion of their probationary period he will acquire seniority from their date of hire.

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

Section 2. Loss of Seniority

An employee's applicable seniority will be terminated and will no longer be an employee if:

- a. They resign or quit by giving an official letter of resignation.
- b. They are discharged for just cause unless reversed through the Grievance or Arbitration Procedure.
- c. They retire.
- d. They do 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. They have been on layoff for a period of time equal to their seniority at the time of their layoff or two (2) years, whichever is greater.
- f. They accept gainful employment that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Employer.

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 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. To break a tie between future employees with the same seniority, the affected employees shall draw lots at the time of hire. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed upon seniority list is attached hereto as Appendix B and made a part thereof.

Section 4. Seniority While On Leave

Employees will continue to accrue seniority credit for all time spent on authorized leave of absence up to twelve (12) workweeks or as otherwise required by law.

Employees on military leave will continue to accrue seniority in accordance with Article 19 regarding military leave of absence.

ARTICLE 9.
LAYOFF AND RECALL

Section 1. Procedure for Layoff

1. When employees are removed for the purpose of reducing the work force from any of the following teams: Accounting, Civil, COO Support, Criminal, and Records, probationary employees shall be removed first. Then employees with the least departmental seniority, as determined by Article 8, shall be removed.

2. A removed employee shall be transferred, conditioned upon being qualified to perform the work available, as determined by the Employer, in the following order of priority:

- a. To a vacant bargaining unit position, if any;
- b. If no vacancy exists, as provided in (a) above, to a bargaining unit position occupied by an individual who is probationary;
- c. If no probationary position exists, as provided by (b) above, to a bargaining unit position occupied by an individual with the least departmental seniority.

To assure team and office efficiency, productivity and service to the court and public, in no event shall more than one-third of the positions in a team be affected by a transfer or transfers in utilizing the above procedures.

3. The procedure in subsection 2 above shall be applied to all removed employees, until they are transferred or laid off.

4. In applying the procedures set forth in 2 and 3 above, a removed full-time employee shall be transferred to another full-time position for which there is a vacancy and for which that employee is qualified. A removed part-time employee may be transferred to either a full-time or part-time position for which there is a vacancy and for which that employee is qualified.

5. If more than one vacancy exists, or if there is more than one probationary employee at the time of removal, the Employer shall have discretion to transfer the removed employee to the position the Employer deems appropriate.

6. If the employee who is removed requests assignment to a temporary position and is qualified to perform that job, the Employer shall transfer that individual to that position.

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 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 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.

If an employee returns to work within thirty (30) calendar days of a layoff, they will be reinstated with no break in service and with all previous seniority rights. For benefit purposes, an employee's length of service will be reduced by the length of time the employee was laid off.

Probationary employees who have been laid off have no recall privileges.

Section 3. Notice

The Employer shall notify the Union forty-five (45) calendar 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.

Section 4. Benefits

Benefits at layoffs are those applicable to terminations, except that health insurance coverage will be continued for up to six months as long as the employee portion of the monthly premium is paid by the 15th of the month. After six months, COBRA coverage applies.

ARTICLE 10.
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 grievants 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.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Employer's office is closed.

Section 2. Grievance Steps

Step 1. Immediate Supervisor

The employee or employees and/or the Union shall raise the grievance with the employee's supervisor who is outside the bargaining unit by submitting a written Grievance Form. The written grievance shall contain a statement of the grievant'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 fifteen (15) business days from the date the grievant(s) became aware of the occurrence giving rise to the complaint and shall be handed in person to the grievant's supervisor who shall immediately acknowledge receipt and have the Grievance Form numbered. The immediate supervisor shall meet with the steward and grievant to discuss the grievance within fifteen (15) business days and render a written response to the grievance within fifteen (15) business days after the grievance is presented. If the grievance is not resolved at Step 1, the grievant shall indicate their intent to proceed to Step 2 on the Grievance Form and the employee's supervisor shall acknowledge this by initialing and dating the statement of intent to proceed. In those circumstances where securing the signature of the first level supervisor who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the first level supervisor for such signature. The parties recognize that variations from the immediate supervisor, 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 Contract.

Step 2. Manager

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the Union to the employee's Manager or their designee within fifteen (15) business days from the receipt of the answer or the date such answer was due, whichever is earlier.

Upon receipt of the written grievance at Step 2, the Manager or their designee will schedule a meeting or hold discussions in an attempt to resolve the grievance within fifteen (15) working days of receipt of the grievance and shall issue a written opinion within fifteen (15) working days thereof.

Step 3. Chief Deputy/COO

In the event the grievance is not resolved at Step 2, it shall be presented in writing by the Union to the Chief Deputy/Chief Operations Officer of the Circuit Clerk's Office or their designee within fifteen (15) business days from the receipt of the answer or the date such answer was due, whichever is earlier.

Upon receipt of the written grievance at Step 3, the Chief Deputy/Chief Operations Officer or their designee will schedule a meeting or hold discussions in an attempt to resolve the grievance within fifteen (15) working days of receipt of the grievance and shall issue a written opinion within fifteen (15) working days thereof.

Step 4. Circuit Court Clerk

If the grievance is still unresolved, it shall be presented by the Union to the Circuit Court Clerk, in writing, within fifteen (15) business days after receipt of the Step 3 response or after the Step 3 response is due, whichever is earlier.

Within fifteen (15) business days after receipt of the written grievance the grievant(s), a Union Staff Representative and/or a Union employee representative, the Circuit Clerk and/or authorized deputy or agent and anyone chosen to participate by the Circuit Clerk shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Circuit Clerk or their authorized deputy or agent, except the Chief Deputy/Chief Operations Officer, shall give their written response within fifteen (15) business days following the meeting.

Step 5. Arbitration

If the grievance is still unsettled it may be presented to arbitration within twenty (20)

business days after receipt of the Step 3 response or the date the response was due, whichever is earlier. Upon request of either party, the parties may meet within twenty (20) business days after receipt of request for arbitration for the purpose of conducting a pre-arbitration conference, to attempt to resolve the grievance in writing prior to arbitration. If the grievance remains unresolved or a pre-arbitration conference is not 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 twenty (20) business days, the parties shall request the Federal Mediation and Conciliation Service 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 their selection by a joint letter from the Employer and the Union, requesting that they 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.

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 be responsible for compensating its own representatives and witnesses. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the Union and the Circuit Clerk.

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 not amend, modify, nullify, ignore, add or subtract from the provisions of the Agreement.

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.

Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures.

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 in writing by mutual agreement of the parties involved at that particular step; provided, however, any such agreement shall set out a specific date for the Union to present the grievance at the next step and/or for the employer's response, as applicable.
- 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 working hours to investigate and process grievances. A grievant that is called back on a different shift or on their 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 their work to investigate, file or process grievances without first notifying and receiving permission from the Chief Deputy, or their designee, who will coordinate with pertinent team supervisors in the event employees are needed from more than one team, and such permission shall not be denied unreasonably. Employees attending grievance meetings shall 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 appropriate room so long as there is one available 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 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 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 documents shall be deemed pertinent if they support or refute the issue(s) set forth in the grievance. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is applicable to arbitration proceedings only.

ARTICLE 11.
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline for just cause.

Disciplinary action or measures, which may be utilized, include only the following:

Oral reprimand (shall be "oral-written")

Written reprimand

Suspension (notice to be given in writing)

Discharge (notice to be given in writing)

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

Employees shall be notified of all disciplinary actions or measures taken against them. The Employer shall provide the Union with a copy of any disciplinary action by submitting a copy to the Union Steward or Representative designated by the Union.

Nothing in this Article shall prohibit the Employer from imposing discipline, which is commensurate with the severity of the offense.

Section 2. Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Employer shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The Union will be notified by the employer that it wishes to hold a pre-disciplinary meeting. The employee shall be informed of their contract rights to Union representation and it shall be provided, if requested by the employee. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline provided the Union representative is 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 the Union representative is available to attend the meeting within twenty - four (24) hours after notice.

If the Employer determines that there is evidence or reasonable suspicion that an employee has committed a serious or flagrant offense or one which could have a detrimental impact on the morale of the Office or to the integrity of its operations, at Employer's discretion, an employee may be placed on administrative leave with or without pay. The Employer will verbally notify the Union immediately upon placing an employee on administrative leave and will notify the Union in writing within two (2) business days. If the employee desires to contest being placed on administrative leave, he or a Union representative shall give written notice thereof to the Employer within five (5) business days of the commencement of the leave. In such event, the dispute shall be submitted and processed under the grievance procedure as set forth in Article X of this Agreement commencing at Step 3.

Section 3. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer 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, a Union representative shall nevertheless be entitled to be present as a non-active participant, provided the Union representative is available within twenty-four (24) hours of notification.

Section 4. Removal of Discipline

Records of communication and records of discipline (oral written and/or written) other than suspensions shall be removed from the employee's personnel file during the annual audit of the employee's personnel file, if one year passes from the date of the offense or communication without the employee receiving discipline for the same offense. The Employer will however remove the records of communication and record of discipline (oral written and /or written) sooner than the annual audit if requested by the employee in writing if one year passes from the date of the offense without the employee receiving discipline for the same offense.

ARTICLE 12.
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.

Section 2. Inspection

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

- (a) Such an inspection shall occur within five (5) business days following receipt of the request. The Employer or their 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, or information provided the Employer with a specific request that it remain confidential, or other information excluded under the Personnel Record Review Act, shall not be subject to inspection or copying.

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 Employer. If there is not a mutual agreement the employee may submit a written

statement explaining the employee's position, which shall be attached to the employee's personnel record.

ARTICLE 13.
EMPLOYEE DEVELOPMENT & TRAINING

Section 1. Orientation

The Employer and the Union recognize the need for the training and development of employees in order that services are efficiently, effectively and accurately provided and the employees are afforded the opportunity to develop their skills and potential. The Employer shall provide employees with reasonable orientation with respect to current procedures, methods, and techniques normally used in such employees' work. Materials to be referenced are the Employee Handbook, SOPs, videos, and training handouts. The Employer and the Union recognize the importance of their participation in improving procedures, methods and techniques as set forth in Policy 98-15 of the Circuit Court Clerk's Policies and Directives.

The Employer shall provide necessary training. To improve the training program in the Circuit Clerks Office, teams (including supervisors and deputy clerks from each team) will be set and meet monthly or as needed on the following:

- A.) Review team SOPs to keep them current
- B.) Tests will be written for each SOP by the supervisor.

The SOPs and tests will be used for training and review purposes to ensure proper methods are followed when an employee is trained or cross-trained.

The Employer encourages employees to inform their supervisor if they believe that the training they have received is insufficient or that additional training would assist them in performing their job. Such suggestions by the employee should be as specific as possible. Employee-specific training concerns which are not satisfactorily addressed by the Chief Deputy may be raised with the Circuit Clerk. General team and office-wide training issues may be addressed at Labor Management Committee Meetings.

Section 2. Training and Seminar Payment

The Employer shall pay for the cost of a seminar or training class, which is required of an employee. The Employer will reimburse the employee for the employee's cost for food, lodging and transportation in accord with the provisions and limitations set forth in the Circuit Clerk Policies and Directives.

Section 3. Training Program

Kane County has a continuing education tuition reimbursement program. The Circuit Clerk participates in this program as long as it continues.

ARTICLE 14.
LABOR-MANAGEMENT COMMITTEE

Section 1. Labor Management Committee Meetings

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) business days in advance by either party by placing in writing a request to the other for a labor-management committee meeting and expressly providing the agenda for such meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than three (3) days prior to the scheduled meeting date, unless otherwise mutually agreed. In no event shall an employee be entitled to overtime compensation for participation in a Labor-Management Committee meeting. The Union shall designate up to five (5) employees, which shall consist of no more than one (1) representative from each team. The Employer shall designate up to four individuals to attend the meeting. The substance of these meetings shall include the subjects listed on the agenda, and those otherwise mutually agreed upon, which may include discussion of:

- (a) The implementation and general administration of this Agreement and policies and procedures of the Office;
- (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;
- (d) All monies being transported from the courts;
- (e) Safety and health-related issues at the workplace.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet monthly unless mutually agreed otherwise. Meetings shall be held at the Employer's office and shall be limited to two (2) hours.

Section 2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and shall not be used to address personnel issues, which are pertinent only to one member of the collective bargaining unit. Employees may address personnel issues, which are pertinent only to one member of the collective bargaining unit, which are not grievances or disciplinary matters, with the Chief Deputy. The employee may be accompanied by a Union Representative at such meeting. Such discussions may take place during an

employee's regular working hours, but in no event may the employee or the Union Representative be paid overtime.

Section 3. Union Representative Attendance

When absence from work is required to attend labor-management committee meetings, employees shall, before leaving their workstation, give at least five business days advance notice to and receive approval from their supervisor in order to remain in pay status. Such approval shall not be unreasonably withheld and shall be withheld only when the Employer determines that office productivity will be adversely affected in which case an alternate employee may be chosen to participate.

ARTICLE 15.
HOLIDAYS

Section 1.

All employees shall receive holidays approved annually by the Chief Judge for court-related offices of Kane County which currently are those listed in Appendix C attached hereto. Additional time off will be granted for all other days designated by the Employer as non-working days.

Section 2.

Regular full-time employees shall receive a full day's pay for the scheduled holiday. However, when an employee takes an unscheduled/unexcused day off for any reason before or after a holiday, the employee will not be paid for the holiday, except if the employee provides a doctor's note or in the unforeseen event of severe inclement weather that closes the office. If an employee comes to work either the day before or day after a holiday and it is apparent to the Employer that the employee needs to leave work due to illness, the employee will not have to provide a doctor's note.

Section 3.

Regular part-time employees shall receive pay proportionate to the average number of hours normally worked for the scheduled holiday (i.e., normally work four (4) hours a day, shall receive four (4) hours pay).

Section 4.

When a scheduled holiday occurs during a scheduled Paid Time Off, an additional day of Paid Time Off will be allowed.

Section 5.

Normally, 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 either be paid double time or may choose another day to replace the holiday. The employee(s) must choose either option at the time the employee(s) agrees to work on the holiday. This article does not apply to weekend and holiday bond call, Article 26, Section 7.

ARTICLE 16.
PAID TIME OFF

Section 1. Accrual

Paid Time Off (PTO) Days

a) **PTO 1 Days**

On December 1 of each year, employees will be credited with eight (8) PTO (Paid Time Off) days. After ninety (90) days of employment, a new employee will be credited with the appropriate number of PTO 1 days, pro-rated for remainder of the year, (e.g., six months left in the fiscal year, the employee would be credited with four (4) PTO days).

b) **PTO 2 Days**

In addition to the PTO 1 days described in subsection (a) above, all employees shall earn PTO 2 days in accordance with the schedule below, which shall be credited on the first day of the month of the employee's date of hire anniversary. Part-time employees shall receive PTO 2 days proportionate to the average number of hours worked by the employee during the year. Employees shall accumulate PTO based on countywide seniority (original hire date). After six (6) months of employment with the Employer, employees may borrow five days of PTO 2 days from their second year. If an employee terminates prior to the first anniversary and has used PTO 2 days after the training and probation period, pay for days used will be deducted from the final paycheck.

- (a) At completion of 1 year -- 10 PTO days
- (b) At completion of 5 years -- 15 PTO days
- (c) At completion of 12 years -- 20 PTO days

Section 2. Use

Any PTO days may be used for an employee being sick, for a family member's illness, vacation or as needed for any other reason of the employee's choosing. A total of three (3) PTO days may be taken in increments of not less than one half ($\frac{1}{2}$) day at a time.

PTO days must be requested in writing, using the "Request for Time Off" form. The request must be submitted to the employee's immediate supervisor for approval at least two (2) business days in advance unless the employee is calling in an absence due to illness. Upon their return, they must submit a written "Request for Time Off" form for the day(s) taken and stating the time off was used for a personal or family illness as stated in Article 17 Section 1.

Cancellations of approved use of PTO days must be submitted three (3) business days in advance.

PTO days may be used in conjunction with funeral days, or for a death if the death is not included in the listing of what immediate family members allows, provided adequate staffing and continuity of work scheduling is not adversely affected and upon approval of the team supervisor. Per Article 19, Section 10, Immediate family members (including step, foster and adopted) are defined as including the employee's children, father, mother, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Also, immediate family includes the employee's current spouse and the spouse's grandchildren.

An employee is allowed to carry over up to three (3) PTO days that were earned under Section 1 (b) above from their anniversary date of the current year (but not used within the twelve months following their anniversary) for use in the next succeeding twelve month period. Any other remaining PTO days earned from their anniversary date and not used within the following twelve months will be lost and forfeited. The total maximum allowed in any rollover from in any year is three (3) PTO days.

Section 3. PTO Schedules

PTO time shall be scheduled by team.

Open Enrollment: From December 1st to December 15th of each year, there will be a period of open enrollment in which to request PTO for the following January 1 through December 31. Employees may submit up to a maximum of three (3) requests for consecutive days of paid time off, only one of which may be requested in conjunction with a holiday. Only one of the three requests can be for a two week period. The other two (2) requests may only be for a one week period each. Employees submitting more than one (1) request shall prioritize their requests. The Employer shall grant paid time off requests by rotation in order of seniority until all requests have been granted or denied. If the Employer is unable to grant an employee's first request, then the Employer will grant or deny the next request by priority until all requests are exhausted. Once a PTO period is approved and scheduled, the employee will be allowed to take that PTO, even if transferred and a scheduling conflict develops. To break a tie between employees hired on the same date within a team, the employees shall draw lots.

PTO period requests other than as described above shall be granted on a first-come, first-granted basis. PTO will be scheduled with prime consideration given to the efficient operation of the team and the office.

Employees will be limited to two (2) extended holiday weekends in a calendar year, only one (1) of which may be requested during open enrollment. This limitation may be waived if the holiday weekend has not been previously scheduled three (3) weeks prior to the date of the holiday. Whenever a holiday occurs within a period that an employee takes PTO, that holiday

will count as one (1) holiday occurrence. However, if the employee is on PTO and two (2) holidays (which are not consecutive) occur during their time off, it counts as two (2) holiday occurrences (e.g., an employee is off 2/12/07 through 2/20/07; this counts as two (2) holidays since both 2/12/07 and 2/20/07 are holidays, which occur during their PTO). Note: If an employee is off on a pre-approved time off request for a half (½) PTO day in the a.m. following or in the p.m. before a Holiday, it does count as one (1) of their extended holidays.

To assure adequate staffing and continuity of work scheduling, no more than two (2) consecutive weeks of PTO may be taken, irrespective of the number of weeks of PTO to which that employee may be entitled. At least two (2) weeks must elapse between PTO periods for those employees entitled to more than two (2) weeks of PTO.

In an unforeseen emergency, when adequate office staffing cannot be assured, when continuity of work scheduling, office efficiency, productivity or service to the court or to the public will be adversely affected, the right is reserved to the Employer to cancel a PTO already approved and scheduled. The Employer will not cancel a previously approved PTO if the employee has already incurred verifiable expenses.

Because of the nature of Court work, it may be necessary to limit the number of employees taking PTO during a particular period or at the same time. In teams having ten (10) or more staff members, up to two (2) people may be on PTO at the same time. In teams having less than ten (10) staff members, only one (1) person may be on PTO at a time. In teams having twenty-eight (28) or more staff members, up to seven (7) people may be off at the same time. These will not include any employees on any authorized leave. PTO requests for time off following a four-day holiday weekend may be denied or limited. These provisions may be modified by the Employer dependent upon operational circumstances. If any employee's PTO time is denied because of staffing levels in the team, the employee may fill out a waiver and the final decision will be that of the Circuit Clerk or their designee. Half (½) PTO days are counted towards the allotted number of people off in one team. In the event a new employee has accepted employment on the condition that they will be permitted to take a pre-planned vacation during their first year of employment, and the employer has explicitly agreed in writing, such time off will not be counted towards the allotted number of people off in one team.

Section 4. Separation Pay

Employees, or in case of death, their estate, shall be compensated for unused PTO earned upon separation. If an employee terminates prior to the first anniversary and has used PTO days after the training and probation period, pay for days used will be deducted from the final paycheck.

Section 5. Holidays

When a scheduled holiday occurs during a scheduled PTO, an alternate day of PTO will

be allowed. However, when an employee takes an unscheduled/unexcused day off for any reason before or after a holiday, the employee will not be paid for the holiday, except if the employee provides a doctor's note. If an employee comes to work either the day before or day after a holiday, and it is apparent to the Employer that the employee needs to leave work due to illness, the employee will not have to provide a doctor's note.

Section 6. Rate of Pay

All PTO leave will be paid at the regular rate based on the length of the employee's normal workday.

Section 7. PTO Days Abuse Sanctions

The Employer shall not discipline an employee for legitimate use of PTO days when an employee is calling in an absence due to illness or a bona fide emergency. For the purposes of the provisions contained in this Article, "abuse" of PTO days is the unscheduled/unexcused utilization of PTO days for reasons other than illness or a bona fide emergency

Upon sufficient evidence of the abuse of such PTO days, the employee shall not be paid for the time off.

In addition, abuse of PTO days may subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Employer in verifying illnesses and bona fide emergencies, and shall provide reasonable proof of illnesses and bona fide emergencies upon request if the Employer has reasonable grounds to suspect abuse.

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 Workers Act, 820 ILCS 192/1, *et seq.*

ARTICLE 17.
EXTENDED LEAVE

Section 1. Extended Leave

Extended sick leave is intended to provide employees with protection during periods when they are under a doctor's care at home or are hospitalized. A doctor's certification is required to support the request to use extended sick leave and must be provided within twenty-four (24) hours of being seen by a doctor, unless applicable law permits additional time to submit such certification. Additionally, employees may use up to six (6) 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 leave days for their own absences. A doctor's certification is required to support the request to use extended sick leave to care for such family members and must be provided within twenty-four (24) hours of being seen by a doctor, unless applicable law permits additional time to submit such certification. To be eligible for the extended sick leave the employee must willingly supply the proper documentation on the request for time off form. The Employer will not go back and change any time off requests after the employee submits the request form when used as sick days. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF Disability benefits begin. The IMRF disability benefit is payable after 30 calendar days of disability and is equal to 50% of the employee's average monthly earnings during the preceding 12 months.

Eligible employees will be credited with one (1) day of extended sick leave per month after the completion of six (6) months of continuous County employment. Unused extended sick leave will carry over from year to year and may accumulate to a maximum of 240 days. Employees may annually convert three (3) extended sick leave days into one (1) PTO day.

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 or 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.

Employees who are off ill with a doctor's note may use their extended sick days prior to using their PTO days.

Extended sick leave runs concurrently with Family and Medical Leave.

Section 2. Post 1989 Restricted Reserve Days

Extended Sick Leave Earned After December 1, 1989 - Employees who have earned and accumulated extended sick leave under the policy in effect after December 1, 1989 shall be required to use that time prior to utilization of the extended leave provided for in Section 4 above.

Extended sick leave earned after December 1, 1989 is intended to provide employees with protection during periods when they are under a doctor's care at home or are hospitalized. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF Disability benefits begin.

Section 3. Sick Days Abuse Sanctions

The Employer shall not discipline an employee for legitimate use of extended sick days. For the purposes of the provisions contained in this Article, "abuse" of extended sick days/leave is the utilization of such for reasons other than those stated in this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave.

In addition, abuse of sick leave may subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Employer in verifying illness and shall provide reasonable proof of illness upon request if the Employer has reasonable grounds to suspect abuse.

Section 4. Procedures

No employee will be permitted to take pay for extended sick days if they have not yet been earned. Extended sick days shall be paid at full pay at the current rate of compensation. Extended sick days may be utilized as stated in this Article by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment. All foreseeable leave for such purposes shall require a reasonable specific prior notification.

The Employer or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day. An employee may grieve suspected abuse of this paragraph.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Employer shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

ARTICLE 18.
MISCELLANEOUS PROVISIONS

Section 1. Use of Gender-Inclusive Pronouns “They/Them/Their”

The use of the gender-inclusive singular pronouns “they/them/their” in this or any other document is understood to be for clerical convenience only, and it is further understood that the pronoun “they/them/their” includes all gender identity pronouns and visa versa.

Section 2. Definition

Whenever the term Employer or Circuit Clerk is used in this Agreement, it shall mean the Employer or the Circuit Clerk or their authorized deputy or agent.

Section 3. Notification of Leave Balance

Employees will be given a written statement of Paid Time Off time upon written request. This information may be accessed at any time by any employee upon verbal request to the Chief Deputy or the Operations Liaison.

Section 4. Evaluations

The Union and the Employer encourage periodic evaluation conferences between the employee and supervisor. A written evaluation done by the supervisor is required at least once a year and it will be discussed with the employee. The employee will be given a copy upon completion. The employee will sign the evaluation as recognition of having read it, but such signature shall not constitute agreement with the evaluation. The original will be placed in the employee's file. The employee shall be entitled to submit written comments regarding their evaluation and such written comments shall be attached to the evaluation in the employee's personnel file.

Employees are not entitled to Union representation at performance evaluations. The Employer will not impose discipline at performance evaluations.

Section 5. Copies of the Agreement

Each employee covered by this Agreement shall have access to view and print this Agreement from the office SharePoint site.

Section 6. Meeting Place

All meetings or hearings or other proceedings to which the parties have control over the meeting place shall be held in the Employer's office in Kane County, Illinois or such other

mutually agreed locations. This provision shall not apply to Union meetings, which shall not be held in the Employer's office.

Section 7. Job Descriptions

Job descriptions for all bargaining unit positions, which shall include principal duties and responsibilities, shall be made available to all employees for viewing and printing on the office SharePoint site. 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. Automobile Used on Office Business

Employees shall receive the full amount of mileage reimbursement set forth in Policy 98-23 while using their own vehicle on office business.

Section 9. Secondary Employment

The Employer recognizes the need for some employees to secure secondary employment in order to meet today's financial burdens. While not discouraging secondary employment, the Employer also recognizes there are certain secondary occupations, which are a conflict of interest with the duties that employees of the office are required to perform, including process server, preparing legal documents (705 ILCS 110/1), research companies, attorney's offices and other agencies that interact with the court.

Section 10. Employee Recognition Program

The Union acknowledges the Employer's right to institute an "Employee Recognition Program" whereby employees may be recognized for excellence in job performance at the team and office-wide levels. Any award made pursuant to the "Employee Recognition Program" shall not be subject to the Grievance Procedure set forth in Article 10 of this Agreement. The "Employee Recognition Program" may be discontinued or terminated at any time at the sole discretion of the Employer.

Section 11. Union Communication

The Union shall communicate in writing to the Employer any changes in their executive committee and stewards within five (5) business days after such changes occur.

ARTICLE 19.
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 based on each individual case and at the discretion of the Employer. Leaves of absence are without pay, except where specifically provided. The Employer may require an employee to use accrued time off during a leave of absence; provided, however, it is understood that if an employee on an approved FMLA leave has accrued a minimum of three (3) weeks of vacation per year, then that employee may reserve upon request up to a one (1) week block of vacation for later use in accordance with this Agreement. A leave of absence shall be granted consistent with applicable state and federal laws.

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 Employer without the express approval of the Employer.

Employees on a leave of absence (maternity, personal illness, etc.) that exceeds 5 weeks, must contact the Chief Deputy three weeks prior to their return date with the status of the leave and to confirm their expected return date.

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. (This eligibility requirement does not apply to Military and Worker's Compensation leave). Eligibility and entitlement to leaves of absence shall be determined in accordance with the provisions of applicable state and federal law.

Subject to the policy statement above, employees may be eligible for up to 12 workweeks of leave a year which 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 workweeks, which has not been used during the immediately preceding 12 months.

Employees must give a 30-calendar day advanced notice of the need to take a leave of absence when it is foreseeable. Foreseeable leaves include, but are not limited to, maternity 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 up to twelve (12) workweeks for 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.

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.

EXPIRATION OF ENTITLEMENT

Subject to the policy statement above, employees may be eligible for up to twelve (12) workweeks of leave a year which is based on a rolling twelve (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 twelve (12) workweeks, which has not been used during the immediately preceding twelve (12) months. (For example: If any employee takes 8 during the past 12 months, an additional 4 weeks of leave could be taken. If an employee used 4 weeks beginning February 1, 1998, 4 weeks beginning June 1, 1998 and 4 weeks

beginning December 1, 1998, the employee would not be entitled for any additional leave until February 1, 1999. However, on February 1, 1999 the employee would be entitled to 4 weeks of leave, on June 1, the employee would be entitled to 4 additional weeks, etc.).

Service Member Family Leave - An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a single 12-month period to care for the service member.

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 Employer 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 Employer 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 office operations, subject to the approval of the health care provider of the employee, son, daughter, spouse or parent, as appropriate, and
 - (b) shall provide the Employer 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 department head 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 resources 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.

In any case in which the Employer has reason to doubt the validity of the certification provided, the Employer may require, at its expense, that the employee obtain the opinion of a second health care provider designated or approved by the Employer. Pending receipt of the second medical opinion, the employee is provisionally entitled to the benefits of leave to the extent provided under the FMLA. 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 Employer 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. Unless otherwise permitted by law, this information need only be provided once, unless a different active duty or call to active duty status occurs.

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.

Upon return to work from a family or medical leave, the employee will be restored to their original or equivalent position, which involves the same or substantially similar duties and responsibilities with equivalent pay, benefits and other terms and conditions of employment.

All aspects of FMLA leaves of absence shall be governed by the provisions of the FMLA and the regulations promulgated thereunder. The Employer shall exercise its discretion in connection with FMLA leaves of absences in accordance with the FMLA and all applicable regulations. To the extent the provisions of this Article conflict with the provisions of the FMLA or the regulations promulgated thereunder, the provisions of

the FMLA and such regulations shall prevail.

(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 the Chief Deputy with a copy of their written orders, as practicable, including any subsequent changes, within the time limits prescribed by law. If an employee is applying for differential pay, the employee should provide the Chief Deputy 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 the Chief Deputy 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 the Chief Deputy by the employee.

(C) Family Military Leave: Eligible employees will be granted 30 days of unpaid military leave during the time Federal and State deployment orders are in effect. Employees are required to give at least a 14 days' notice of the intended date upon which the family military leave will commence if leave will consist of 5 or more consecutive work days. The leave may not be taken if the employee has not exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave. The employee must consult with their supervisor to schedule the leave so as not to unduly disrupt the operations of the employer.

For all Family Military Leaves, employees should provide their supervisor with a copy of the written orders.

(D) Personal Leave: May be granted or denied by the Circuit Clerk or 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. Personal leaves are governed in the same manner as any other type of leave. The guidelines listed under Section 4, Rules and Regulations of this policy must be adhered to in all cases. Every effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

(E) Educational Leave: May be granted or denied by the Circuit Clerk or Designee without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the Employer. Every effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

(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 Worker's Compensation Leave. Participating employees should apply for IMRF Disability Benefits if eligible (See Workers' Compensation). Every effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

(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, 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
- 8) grieving the death of a family or household member who is killed in a crime of violence.

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, nor is it 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 be taken if the employee has not exhausted all accrued paid time off 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) 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 the Chief of Human Resources, the Chief Deputy Clerk, 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 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 Chief of Human Resources, the Chief Deputy Clerk, or their 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 Chief of Human Resources, the Chief Deputy Clerk, 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 Chief of Human Resources, the Chief Deputy Clerk, or their designee.

Section 4. Rules and Regulations

(A) The Employer 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. It is understood that if an employee on an approved FMLA leave has accrued a minimum of three (3) weeks of vacation per year, then that employee may reserve upon request up to a one (1) week block of vacation for later use in accordance with this Agreement.

(B) Duration of Leave -- The time off for any kind of leave(s) may not total more than six (6) months within any twelve (12) month period.

(C) Extended Leave of Absence -- Any leave over twelve (12) workweeks in duration is considered an extended leave of absence. Employees in this extended period must contact the Employer at least 30 calendar days prior to their expected return to work. 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 County's Human Resources office 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 Employer. 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 and sick pay to be used during the leave (if any).
2. This request should be submitted to the Chief Deputy, who, after recommending approval or disapproval to the Employer, distributes the form according to the routing indicated.
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 Employer'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. 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 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 Circuit Clerk's office 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 Kane County Human Resource Department.

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, even though no medical attention is required, a "Report of Injury" form must be completed by the Employer and sent to the Human Resource 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 insurance administrator.

(B) All expenses involved with the treatment of the exposure or injury are covered by the Illinois Worker's Compensation Act (hereinafter referred to as "The Act"). The 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 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 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 Employer and by accepting such payments; employees shall recognize and will assist the Employer in enforcing its subrogation rights.

Section 8. Jury Duty

Court leave shall be granted to employees who are called to Jury Duty. Time away from work with pay shall be granted for such purposes. All compensation received for jury duty 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. If an employee is not picked for jury duty, the employee is to report back to work to finish their seven and one half hour (7 ½) workday. (Jury duty begins at 8:30am, so the employees workday would begin at 8:30am when called for jury duty)

Section 9. Subpoena/Witness

Court leave shall be granted to employees who 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 appearing in court 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 Employer 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. When an employee finishes appearing as a witness the employee is to report back to work to finish their seven and one half hour (7 ½) workday.

Section 10. Funeral/Bereavement Leave

a. Paid Funeral Leave

In the event of a death in a non-probationary employee's immediate family, the non-probationary employee will be allowed up to three days leave with pay for the time actually lost. Immediate family members (including step, foster and adopted) are defined as including the employee's children, father, mother, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Also, immediate family includes the employee's current spouse and the spouse's grandchildren. In the case of an employee's domestic partner that resides with the employee, immediate family includes their father, mother, brother, sister, children and grandchildren. These days will not be deducted from Paid Time Off pay. Employees must notify their immediate supervisor of the death, relationship to the deceased and expected time of absence. Any additional time off beyond three days will be granted at the sole discretion of the Employer or their designee and will be deducted from the employee's unused Paid Time Off pay or any other accrued time.

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 workdays) of unpaid leave time in the event of:

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

- a miscarriage;
- an unsuccessful reproductive 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. Employees must give their employer at least 48 hours' notice before taking FBLA leave, unless such notice is not reasonable or practicable. All family bereavement leaves will be granted in accordance with the Family Bereavement Leave Act.

c. Child Extended Bereavement Leave Act Leave

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 and will be subject to forty-eight (48) hours' advance notice where reasonable and practicable.

d. Other Unpaid Funeral/Bereavement Leave

If an employee needs funeral leave for persons not referenced above, they must present a "Request for Time Off" form to the Chief Deputy or designee. Permission may be granted on an individual basis. Such decisions by the Employer are not subject to the Grievance or Arbitration procedure.

e. Documentation of Leave

Requests for leaves under this Section 10 must be accompanied by documentation of the death or the event and the relationship of the deceased to the employee.

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.

ARTICLE 20.
UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall be allowed necessary and reasonable time off with pay during regularly scheduled working hours as specifically established by this Agreement. Prior to participating in Union activity authorized by this Agreement, the employee shall submit to their supervisor a "Request for Time Off" form.

Section 2. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving at least two hours' notice prior to arrival to the Circuit Clerk Chief Deputy or, if unavailable, to the Circuit Clerk. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the operations of the Circuit Clerk's Office. 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

Local Union representatives shall be allowed up to an aggregate total of five days off per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, trainings, State or International conventions, provided such representative shall give reasonable notice and documentation to their supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer.

Section 4. Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at the work location. Two bulletin boards are provided for the union. The first one is displayed/hung in the break room and the second one will be displayed/hung in the back hallway of the employee's entrance or by the back hallway by the washrooms upon execution of this contract

Section 5. Information Provided to Union

The Employer will advise the Union of: New hires, promotions, layoffs, transfers, leaves, returns from leave, suspensions, discharges, and terminations.

The Employer shall supply the Union with a bargaining unit list electronically in Excel at an email address designated by the Union, at least once per month (unless otherwise mutually agreed by the Parties), which list shall include the following information: employee's name,

address, job title, worksite location, work telephone numbers, identification number if available, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the employer. In addition, the employer must provide the union the same information as above for all new hires within 10 days of the date of hire. Consistent with applicable law, the Union shall use the list exclusively for bargaining unit representation purposes and shall not disclose any information contained in the list for any other purpose.

Further, at the request of the Union, or on a semi - annual basis, whichever is sooner, the Employer shall furnish the Union a current seniority roster applicable under the seniority provisions of this Agreement.

Section 6. Union Orientation

New Hires – The Union shall conduct Union Orientation for each new bargaining unit employee during the employee's first two weeks of employment in the bargaining unit (unless the Parties mutually agree to an alternate date) at a time mutually agreeable to the parties that does not impede normal operations. The Employer shall allow the Union up to one (1) hour without loss of pay or benefit time to any new participating bargaining unit employee and one current Union representative for the Union Orientation pursuant to this Section

The Employer shall inform the Union of all such hiring of new bargaining unit members, and the Union shall inform the Employer of the Union representative who will carry out the Union orientation pursuant to the Section.

Section 7. Distribution of Union Literature

During employee's non-working hours, they 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 Space on Premises

The Employer will provide the Union space for a computer outlet, desk and filing cabinet on the premises.

ARTICLE 21.
WAGES

Section 1. Wage Schedule

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

Section 2. Pay Period

Employees will be 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 biweekly rate of pay for each employee shall be 1/27th of the annual salary. When a payday falls on Saturday, Sunday or a holiday, the paycheck is distributed the preceding workday.

Section 3. Other Pay Provisions--

Training Pay

Employees who are assigned by the Circuit Clerk or their designee to provide training to new or other employees shall be compensated at the rate of \$3.00 per hour of straight time pay, in addition to their regular pay, for each hour that they are assigned to a trainee to perform training duties.

The Employer shall determine who and when to assign training duties, the duration of the training, and the content of the training; provided, however, to the extent that more than one employee is qualified to perform the specified training duties, the employer will utilize a rotating seniority list, as described below, when making training assignments. Answering a co-worker's questions or assisting a co-worker in a task does not constitute training.

The Employer will post a volunteer sign-up list twice per year in December and June where employees who would like to perform training duties can sign up on a list for the Employer to consider. The list will be organized by seniority with the most senior employee at the top and the least senior employee on the bottom. When training needs arise, the Employer will consult the sign-up list to see whether there is a person qualified to perform the training and will offer the training opportunity to the most senior qualified employee. After the employee performs the assigned training, they will then be moved to the bottom of the list. If the employee declines the opportunity to train, they will be moved to the bottom of the list as if they had their turn to train. The Employer is not obligated to provide employees with additional training so that they are qualified to provide training duties. If there are no qualified individuals on the volunteer list, the Employer can request and assign another qualified bargaining unit employee to provide training, compensating the employee at the rate of \$3.00 per hour of straight time pay, in addition to their regular pay, for each hour that they are assigned to a trainee to perform training

duties.

As with all assignments, training assignments are at the sole discretion of the Employer. Nothing in this provision supplants the Employer's Management Rights in assigning any training duties to non-bargaining unit employees

ARTICLE 22.
TEMPORARY ASSIGNMENT

The Employer may temporarily assign an employee to perform the duties of another employee. Prior to temporarily assigning employees, the Employer shall seek volunteers to perform the necessary work. Employees who are assigned to perform a significant number of duties of another employee from the start to the end of an entire pay 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.

The Employer shall make every effort to adequately train the employee for the temporarily assigned position.

ARTICLE 23.
INSURANCE

Section 1. Medical and Dental Coverage

- (A) The parties agree that the Employer shall provide a comprehensive health insurance program for employees to participate in, at their option, through the County of Kane's ("Kane County" or the "County") county-wide program. For each year of this Agreement, employees will contribute through payroll deduction the employee premium amount (as determined each year by the Kane County Board and in accordance with the parameters detailed in paragraph (B) of this Section) for the Kane County health insurance plan option chosen by the employee. Employees who elect to participate in any health insurance plan offered through Kane County are bound by the policies, guidelines and policy amounts defined within the respective plan chosen. The health insurance benefits for 2024, as provided by the County, are summarized in Appendix B.
- (B) Premium costs are shared by the employee and the Employer. Employee contributions are made through payroll deduction, and a pre-tax deduction Section 125 Plan is currently available at the time of enrollment. For December 1, 2023 through November 30, 2025, the overall aggregate cost of the County's health insurance programs will be shared by the County and the aggregate of employees participating in the various programs based on an overall aggregate rate of eighty-three percent (83%) borne by the County and seventeen percent (17%) borne by the aggregate of the participating employees. 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 participating employees shall remain the same through November 30, 2025.
- (C) The County reserves the right to self-insure, change carriers and engage in cost containment measures during the term of this Agreement.
- (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 has been defined by the County as participating in an annual health evaluation which is to be limited to completing an assessment, providing a blood sample and receiving a health evaluation report. Currently, no other additional action on the part of any employee or spouse is required by the County. 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. 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. The County currently requires that 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 a flexible benefit program), employees of the Employer's Office shall have the option to participate in the same plans or programs in the same manner as other County Employees, to the extent permitted by the County.

Section 3. Life Insurance

Eligible employees shall be provided with IMRF death benefits in accordance with applicable statutory and regulatory provisions. The County will provide information concerning any available additional life insurance through IMRF or other providers, and at the request of the employee shall make such necessary deductions from the employee's paycheck.

Section 4. Health Care Coverage for Retirees

The County currently pays 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 twelve months preceding retirement, subject to the limitations described in the County's policies.

ARTICLE 24.
VACANCIES

Section 1. Determination of Vacancies

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

Section 2. Posting

Whenever a job 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 five (5) calendar days and emailed to all employees, however all projects (i.e. essays, etc.) must be due on or by the fifth calendar day. All projects will be listed on the job posting with a final due date listed. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification, such as an extended illness or leave of absence that does not exceed 90 consecutive days. Job openings that remain open more than 90 consecutive days at a time shall not be considered temporary job openings.

During this period, employees who wish to apply for the vacant job, including employees on layoff, may do so.

Furthermore, job posting will be used to encourage the principle of promoting from within.

Section 3. Selection

The Employer shall be solely responsible for selecting persons to fill vacancies. In making the selection, the Employer shall consider factors, which shall include but are not limited to, experience, skill, ability, qualifications, seniority, evaluations, training, and any other factors the Employer deems relevant to the vacancy. The Employer will consider and interview internal applicants before hiring from outside the Circuit Clerks Office.

ARTICLE 25.
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 initiated at Step III of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

Section 3. Security

Employees shall be provided with adequate security measures in the Clerk's office, in court, and in transit on county business. Such measures may include security cameras, partitions to keep out the public in the Clerk's office, metal detectors, the policy of not transporting cash, and other appropriate measures. Employees are directed to Policy 98-3 of the Circuit Clerk Handbook regarding large cash amounts and availability of assistance on escorting services from court security personnel.

Section 4. Advanced Step Filing

Where a bona fide health and safety issue requires immediate attention, a grievance may be filed directly to Step 2 of the grievance procedure.

ARTICLE 26.
HOURS OF WORK

Section 1. Hours/Overtime

- a) Work Week - The work week shall be thirty-seven and one half (37 ½) hours beginning on Monday and ending on Friday. Time worked shall be defined according to the Fair Labor Standards Act.
- b) Overtime - Overtime is defined as all pre-authorized work in excess of thirty-seven and one half (37-½) hours per workweek. Overtime in excess of forty (40) hours per workweek shall be paid at the rate of time and one-half an employee's base rate of pay. 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. For work between 37 ½ and 40 hours, employees will be paid at the straight time rate.
See APPENDIX E attached.
- c) Mandatory Training or Meetings - Employees attending authorized mandatory training outside of the regular shift approved by the Employer shall be paid in accordance with the provisions of Section 1b, above.
- d) No Pyramiding - Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 2. General Provisions for All Employees

- a) "The Work Day and the Work Week" - Except as provided in Section 6 of this Article, the normal work day shall consist of seven and one-half (7-1/2) consecutive hours beginning between 7 a.m. through 11 a.m. which may vary due to job assignment. The workday is to be broken at approximately mid-point by a meal period. Employees not assigned to court will be permitted two (2) paid fifteen (15) minute rest periods, one in the morning and one in the afternoon, subject to the operational needs of the office. While in court, deputy clerks are under the direction of the presiding judge and shall receive those rest periods as permitted by the court's schedule but not to exceed the two (2) paid fifteen (15) minute rest periods as stated in this section.
- b) "Meal Periods": Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted, unpaid meal period of one hour. Employees shall have the right to leave the work site during such periods. Employees shall not be required to work through their rest periods subject to limitations set forth in Section 2a, above. The Employer shall not require the employees to work through their meal periods. However, due to the operational needs of the Circuit Clerks Office, when employees are not permitted to take their scheduled meal periods at the regular time, the

employee, with their supervisor's approval, which shall not be unreasonably denied, should make arrangements regarding that time before the end of the day.

Section 3. Scheduling Practices

Where permanent changes in work schedules affecting bargaining unit employees are initiated by the Employer, except in an emergency or in compliance with a court order where implementation of schedule changes must be made in less than forty-five (45) day or twenty-eight (28) days, the Employer shall notify the Union concerning such changes within forty-five (45) calendar days prior to the effective date of the changes and shall provide an opportunity to discuss said change with the Union. In addition, the Employer shall notify the affected employees twenty-eight (28) calendar days prior to the change. Current practices with respect to rotations in job assignments with varying start times and temporary work schedule changes shall continue.

In the event such changes to schedules are initiated by the Employer in compliance with a court order and the Employer is not able to provide either the forty-five (45) or twenty-eight (28) calendar days' notice, the Employer agrees to provide notice to the Union within one business day of receipt of the court order. The Employer agrees to provide an opportunity to discuss said changes with the Union prior to notifying the affected employees. Nothing in this Article shall prevent the Employer from implementing schedule changes in response to an emergency, in compliance with the court order or as otherwise provided in this Section.

Section 4. Overtime Procedure

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the team in which the overtime is needed. If enough personnel cannot be secured to fill the overtime needed, then qualified employees assigned to other teams may be offered the available overtime.

For mandatory office overtime, the Employer shall notify the employee at least twenty-four hours in advance in order that the employee is afforded time to make the necessary arrangements. If a sufficient number of volunteers to work overtime is not obtained, overtime becomes mandatory.

Court overtime is viewed as mandatory and is subject to the discretion of the Court to which the employee is assigned.

The Union shall be furnished overtime records in the event of a bona fide dispute regarding the provisions of this Article, or upon the specific request of the Union, showing the number of overtime hours worked by each employee.

Section 5. Time Off Plan

A Time off plan may be utilized if agreed to by the Employer and the employee(s) involved. Guidelines are set forth in Policy 98-9 (Time Off Plan/Overtime) of the Clerk of the Circuit Court Handbook and are hereby incorporated into this agreement. A time off plan means the employee(s) workday may be adjusted for any accrued overtime or for employee(s) need to be absent from work for part of the day (i.e., doctor or dentist, home repair emergency). Decisions of the Employer regarding employee requests for time off shall not be subject to the grievance procedure. If any employee's request for use of the time off plan is denied by their supervisor(s) because of the staffing levels in the team, the employee may fill out a waiver and the final decision will be that of the Circuit Clerk or their designee.

Section 6. Call-in Pay

Except as covered under Section 7 below, an employee called in to work outside of their regular schedule or on their scheduled days off shall be paid a minimum of three (3) hours pay at their regular rate of pay up to forty hours and time and one-half thereafter. Work schedules will not be changed because of call-in time in order to avoid overtime pay.

Section 7. Weekend and Holiday Bond Call for Adult and Juvenile Detention

Employees shall receive a minimum of three (3) hours at the following premium overtime rates per hour during the following fiscal years to perform bond call duties on Saturdays, Sundays and holidays (other than those listed below): FY 2024 and FY2025 -- \$45.00/hr. Employees shall receive a minimum of three (3) hours at the following premium overtime rates per hour during the fiscal years FY2024 and FY2025 to perform bond call duties on the following holidays: New Year's Day, July 4th, Thanksgiving, and Christmas -- \$75.00/hr. All time in excess of three (3) hours will also be paid at the above rates. Any excess time over two (2) hours the bond call clerk(s) will call the Court and Office Supervisor (or call their designee if on vacation, etc.) to verify their leave time.

If an employee, after completing bond call, returns to the office to perform work other than bond call, that employee will be compensated at their regular rate of pay until the employee has worked in excess of forty (40) hours in a work week, thereafter at one and one-half times the employee's regular rate of pay.

In the event when the computer system is down on a Saturday, the employee is to enter Saturday's work on Sunday, after the completion of Sunday's bond call. In the event when the computer system is down the entire weekend, the employee will come to work on the next working day at 7am and enter and distribute the bond call paperwork accordingly. The employee will be paid at the applicable premium overtime rates for bond call duties, as described above, during this time.

Bond Call is restricted to trained Court and Office Deputy Clerks and any trained Deputy Clerks performing bond call duties as of the date of this Agreement. Clerks that request weekend bond call must be trained and signed off prior to being added to the schedule. If

training is needed in this area, the Deputy Clerk is responsible to coordinate with the Court and Office Supervisor approved training dates. All training must be approved by the applicable supervisor(s) and may be rescheduled due to operational needs. Once the Court and Office Supervisor has signed off on the Deputy Clerk's completed training, the Deputy Clerk will be eligible to sign up for the next bond call session.

Section 8. No Guarantee

Nothing in this Article shall be construed as a guarantee of hours of work.

ARTICLE 27.
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 at least thirty (30) days in advance 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 28.
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer exclusively retains traditional and inherent rights to manage all affairs of the Employer'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 Employer'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 and amend reasonable work rules, policies, regulations 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 within the Employer's Office;
- (f) To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- (g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) To layoff employees;
- (i) To maintain efficiency of the Employer'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 create, 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 Employer's Office in emergency situations.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 29.
COMPLETE AGREEMENT

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.

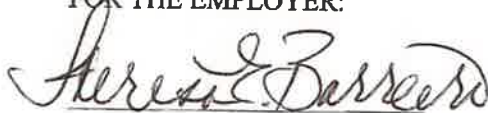
ARTICLE 30.
TERMINATION

This Agreement shall be effective as of December 1, 2023 and shall continue in full force and effect until midnight November 30, 2025 and thereafter from year to year, unless not more than one hundred twenty (120) days, but not less than sixty (60) days prior to November 30, 2025 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

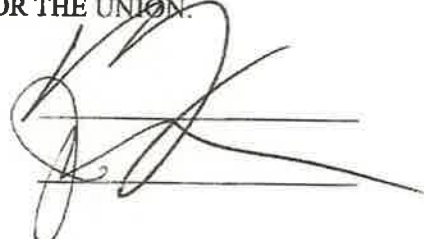
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. The Agreement shall remain in force during the term of re-negotiations unless terminated by above appropriate written notice.

IN WITNESS THEREOF, the parties hereto have set their hands this 12th day of December, 2023.

FOR THE EMPLOYER:



FOR THE UNION:



APPENDIX A
WAGES

Effective as of December 1, 2023, Employees' wages shall be adjusted as follows:

Starting Salary: \$18.46/hr.

Wage Increases:

0-7 years of services (as of December 1, 2023): 4%

8 or more years of service (as of December 1, 2023): 5%

Effective December 1, 2024, Employees' wages shall be adjusted as follows:

Starting Salary: \$19.01/hr.

Wage Increases for all employees: 3%

APPENDIX B
HEALTH INSURANCE BENEFIT SUMMARIES

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Kane County: BA HMO Union Plan

Coverage Period: 01/01/2024 – 12/31/2024
Coverage for: ALL | **Plan Type:** HMO



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

* 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 preventative services 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	Referral required.
	Physician/surgeon fees	No Charge	Not Covered	Referral 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 referral 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 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"> • 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 plan 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>	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$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>	
Deductibles	\$0
Copayments	\$1,000
Coinsurance	\$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>	
Deductibles	\$0
Copayments	\$500
Coinsurance	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$500

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



BlueCross BlueShield of Illinois

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company

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>

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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.

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، فلهذا 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 અસુબી અમ 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 855-710-6984로 전화하십시오.
Diné Navajo	T'áá ní, éí doodago la'da bíká anánilwo'ígíí, na'ídiłkídgo, ts'ídá bee ná ahóótí'í' t'áá níik'c níká a'doolwoł dóó bina'ídiłkídígíí bee níł h odoonih. Áta'dahalne'ígíí bích'í' hodiilnih kwe'e 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالاتی داشته باشید، حق این را دارید که به زبان خود، به صورت 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 tinutulongan 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 plan covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the deductible before the plan pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$1,500 Individual/\$3,000 Family Prescription drug expense limit: \$500 Individual/\$1,500 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a Referral to see a specialist?	Yes.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a Referral before you see the specialist.

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

Common Medical Event	Services You May Need	What You Will Pay		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.

* 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 preventative services 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 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"> • 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 plan 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 hoine' 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:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$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 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:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$1,000
Coinsurance	\$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 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:

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

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



BlueCross BlueShield of Illinois

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company

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>

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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، فلديك 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 તેવા કોઈ બીજા વ્યક્તિને અસુખી અથવા કોઈક બાબતે પૂછી હોય તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાનો હક્ક છે. કૃપાચિત્ર 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. 종역사가 필요하시면 855-710-6984 를 전화하십시오.
Diné Navajo	T'áá ní, éí doodago na'da biká anánílwo'ígíí, na'ídiłkídogo, ts'ídá bee ná ahóótí'í t'áá níik'e níká a'doolwoł dóó bina'ídiłkídigíí bee níí h'oodoonih. Áta'dahalne'ígíí bich'í'í hodíilnih kwe'e 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالاتی 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 w 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 sang 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.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Kane County: PPO Union Active Plan

Coverage Period: 01/01/2024 – 12/31/2024
Coverage for: Individual/Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, 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: \$2,750 Individual/\$8,250 Family For Out-of-Network: \$5,500 Individual/\$14,250 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.
	<u>Imaging</u> (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 <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); <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 <u>eligible</u> 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.bcsil.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 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 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)

■ <u>The plan's overall 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
<u>What isn't covered</u>	
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)

■ <u>The plan's overall 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
<u>What isn't covered</u>	
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)

■ <u>The plan's overall 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
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,350

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

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 તમને મદદ કરી રહ્યા હોય એવા કોઈ બીજા વ્યક્તિને અસુવ્યવસ્થિત કારણે કોઈ સમસ્યા ઓળખાતી હોય તો તમને વિનવવામાં મદદ અને માહિતી મેળવવાનો હક્ક છે. કૃપાથી સહાયતા માટે અમને 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 doodagoo la'nda biká anánílwo'ígíí, na'ídiłkíidgo, ts'ídá bee ná ahóótí'i t'áá níik'c níiká a' doołwoł dób bina'ídiłkíidgíí bee níí h odoonih. Áta'dahalne'ígíí bich'í' hodíłnín kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالاتی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو یا 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 w naszym 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 tinutulongan 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.