



COLLECTIVE BARGAINING AGREEMENT

Between

**THE COUNTY OF WILL
SUNNY HILL NURSING HOME**

AND

**AFSCME LOCAL 1028, AFL-CIO FOR
REGISTERED NURSES**

DECEMBER 1, 2021 – NOVEMBER 30, 2025

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PREAMBLE

This Agreement is individually entered into by the County of Will signatories hereto, hereinafter individually referred to as "the Employer", with and between the American Federation of State, County and Municipal Employees (AFSCME) Council 31, for and on behalf of its Local 1028, hereinafter referred to as "the Union", as agent/representative for the Bargaining Unit, hereinafter referred to as "the Employee(s)".

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

ARTICLE I RECOGNITION

Section 1.1 - Recognition/Executive Branch

The Employer recognizes the Union as the sole bargaining agent for Employees who are employed in the classification of Registered Nurse at Sunny Hill Nursing Home of Will County in matters concerning wages, hours, and working conditions for which it may lawfully bargain collectively for employees.

Section 1.2 - New Classifications

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

There will be a meeting, scheduled by mutual agreement, for the purpose of establishing pay rates for the new classification. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the start of work in the new classification.

Section 1.3 - Union Exclusivity

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

Section 1.4 - Integrity of the Bargaining Unit

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

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 - Management Rights

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

Section 2.2 - Statutory Obligations

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

Section 2.3 - Work Rules

- a. Whenever the Employer determines it is necessary to formalize work rules, such rules shall be in writing.
- b. Copies of written work rules, including formal policies and procedures, shall be provided to affected Employees.

ARTICLE III UNION RIGHTS

Section 3.1 - Union Activity During Working Hours

- a. For the following matters related to this bargaining agreement only, subject to operational needs, employees, may upon giving appropriate notice to their supervisor, be allowed reasonable time-off, with pay, during working hours, to investigate and process grievances, to attend Union negotiations, labor/management meetings, and committee meetings, if such committees have been established by this contract, or meetings called or agreed to by the Employer.
- b. Employees may not be excused from employment, for the purpose of Union negotiations, if such absence would substantially hinder the efficient operation of their Department.

Section 3.2 - Union Business Access

The Employer agrees that up to two (2) representatives of the Union shall have reasonable access to designated areas of the work premises during normal working hours with reasonable advance notice to the Employer. Such access shall be for the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees or interfere with the operation of the Employer. The Employer reserves the right to designate the accessible areas as provided herein.

Section 3.3 - Time-Off for Union Activities

- a. A maximum of two (2) Local Union Representative shall be allowed up to 5 days off annually, without pay, for legitimate Union business, such as State or area-wide Union committee meetings, or conventions, provided such Representatives shall give ten (10) calendar days' notice to their Supervisors of such absence, unless extenuating circumstances prevent such notice, and shall be allowed such time-off, if it does not interfere with the operating needs of the Employer.
- b. Employees may use any accumulated holidays, personal days, vacation days, or compensatory time in lieu of taking such time without pay.

Section 3.4 - Union Bulletin Boards

The Employer shall provide a bulletin board or bulletin board space for the exclusive use of the Union. The size and location of said bulletin board or space shall be mutually agreed to by the parties. The items posted shall not be political, partisan or defamatory in nature. The Employer shall be provided with a copy of notices prior to posting.

Section 3.5 - Designation Of Stewards

The Union shall provide the Employer with a written designation of Stewards for the Bargaining Unit and shall keep the written designation current.

**ARTICLE IV
UNION SECURITY**

Section 4.1 - Union Presentation at Orientation

- a. By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour for the purpose of informing employees of their rights and obligations under this collective bargaining agreement and without loss of pay for the employees involved. New hires shall be included in such orientation as soon as possible, but not later than one (1) month from their initial date of employment.
- b. The Employer shall provide the Union with the names of new Employees, home address, job title, worksite location, work telephone number, 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, within ten (10) working days, after the new Employees report for duty. Such information shall be provided in Excel or other format as specified by the Union.

Section 4.2 - Union Withholding

- a. The Employer agrees to deduct from the pay of those who individually request it any or all of the following within thirty (30) days of notice of authorization, and in accordance with the terms of an employee's written authorization:
 1. Union membership dues, assessments, or fees;
 2. Union sponsored benefit programs;
 3. P.E.O.P.L.E. contributions (Public Employees Organized to Promote Legislative Equality)

Requests for any of the above shall be made on a form provided by the Union.

Upon receipt of an appropriate written authorization from an employee, such deduction shall be withheld from each regular payroll paycheck and remitted to the Union at the address designated, in writing, to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Employees wanting to revoke dues authorizations must be directed to the Union by the Employer. The Union will process the request and notify the Employer of the revocation.

The Union Treasurer shall certify, to the Employer, the amount of the monthly dues, required for membership in the Union. This Section is pursuant to 50 ILCS 125/0.01 et. Seq.

Section 4.3 - Fair Share

The Employer will provide bargaining unit lists and employee contact information to the Union once per payroll period (but in no case less than once per month) in Excel or other format as specified by the Union. The information must include name, home 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.

Section 4.4– Employer Neutrality

- a. The Employer shall not discourage employees or applicants from becoming or remaining Union members or from authorizing dues deductions.
- b. All inquiries about Union membership shall be referred to the Union, except the Employer may communicate with employees regarding payroll procedures.
- c. The Employer will establish and make a good faith effort to implement a policy to prohibit and block the use of its email system by outside third parties to engage in the above referenced conduct.

**ARTICLE V
HOURS OF WORK AND OVERTIME**

Section 5.1 - Application of Article

This Article is intended only as a basis of calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day or per work cycle, nor shall it be construed as a minimum or maximum work schedule.

Section 5.2 - Work Day

The normal work day for full-time employees, shall be eight (8) consecutive hours of work, within the twenty-four hour period, which period shall be interrupted by a thirty (30) minute unpaid lunch period.

Section 5.3 - Work Week

The normal workweek for full-time employees shall consist of five (5) pre-scheduled, eight (8) hour days.

Section 5.4 - Work Schedule

- a. All full-time Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.
- b. Work schedules, showing Employees' shift, workdays, and hours shall be posted at convenient places and times.
- c. Except for emergency situations, work schedules shall not be changed, unless programmatic or operational needs of the Employer so necessitate.
- d. Work schedule changes, for reasons other than emergency, programmatic or operational needs, may be made only by mutual agreement.

Section 5.5 - No Pyramiding

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

Section 5.6 - Overtime

- a. Employees shall be paid time and one-half of the Employee's regular hourly rate of pay, or compensatory time-off as provided herein, for all authorized time worked in excess of forty hours in the work week.
- b. Overtime hours shall be distributed, as equally as possible, to all Employees qualified to perform the work in question.

- c. All work, performed in excess of forty (40) hours in any work week, shall be considered overtime, provided the Employee works or is compensated for forty (40) hours of work per week, per this Agreement.

Section 5.7 - Compensatory Time-Off

- a. If Compensatory Time-Off is used, as the method of paying Employees for overtime worked, the overtime rate of pay shall be one and one-half hours of compensatory time-off for each hour of overtime worked.
- b. If Compensatory Time-Off is used, it shall be by mutual agreement, but the taking of the time shall be at the discretion of the Employer.

Section 5.8 - Work at Employer's Option

- a. The Employer reserves the right to require any or all Employees to perform overtime work, if they are reasonably available to perform such work. However, in an emergency or in a regulatory compliance event, employees may be required to hold over.
- b. Overtime hours shall be distributed, as equally as possible, to all Employees qualified to perform the work in question.
- c. All work, performed in excess of forty (40) hours in any work week, shall be considered overtime, provided the Employee works or is compensated for forty hours of work per week, per this Agreement.

Section 5.9 - Call Time

Any employees, called-back to work, outside of their regular shift, shall be paid for a minimum of three (3) hours. When an employee is on call and is called in to work on a Sunday 3rd shift, that employee shall have the option to work their regular scheduled shift the following Monday.

Section 5.10 - On-Call Status Pay

For each 4 hour period that an employee is required to carry an Employer-provided phone while assigned to “on-call” status they shall receive one (1) hour of straight time pay (either as pay or, if as compensatory time, by mutual agreement). An employee who does not respond to an “on-call” callout shall forfeit said compensation. An employee who responds to said call out shall not receive said compensation but shall receive Call Time pursuant to Section 5.9.

Section 5.11 - Shift Differential

All employees shall receive hourly shift differential, added to their base rates of pay for all shifts starting after 12:00 noon and before 6:00 a.m. as follows:

FY22-FY25: \$0.60

**ARTICLE VI
DAILY WORK BREAKS**

Section 6.1 - Rest Periods

- a. Employees shall receive a fifteen (15) minute rest period, during each half of their shift or workday, which shall be scheduled at the middle of each half of the shift or work day, whenever this is feasible.
- b. Employees who, for any reason, work beyond their regular quitting time, i.e., beyond their regular eight (8) hour shift or workday, shall:
 - (1.) Receive a fifteen (15) minute rest period, before they start to work the additional hours.
 - (2.) Be granted the regular rest periods that occur, during this shift.
- c. Employees, who are unable to take their first rest period, shall be able to combine such time, with their meal period or second rest period, that same day, with the consent of their immediate supervisor.

Section 6.2 - Meal Period

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

ARTICLE VII SENIORITY

Section 7.1 - Seniority Defined

- a. Seniority is defined as the length of continuous service of an Employee for the Employer, within this bargaining unit, since the Employee's most recent date of hire. In the event that two (2) or more employees have the same seniority date, the tie shall be broken first by the employee with the longest continuous service with the County in this AFSCME bargaining unit from most recent date of hire being the most senior. If the employees remain tied, a coin flip will determine the most senior.
- b. All Employees shall serve in a probationary status for six (6) months from their current date of initial appointment or hire unless the Employer and the Union agree to extend the probationary period.
- c. The Employer shall provide the Union with a semi-annual Seniority List, as of November 30th, but no later than the following January 1st, and as of May 31st, but not later than the following July 1st.

Section 7.2 - Breaks in Continuous Service

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

Section 7.3 - Seniority Application

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

Section 7.4 - Layoff

- a. In the event it becomes necessary to lay-off Employees, for any reason, they shall be laid-off in the inverse order of their seniority.

- b. No full-time Employee shall be laid-off, until any part-time, temporary, provisional or emergency Employee has first been laid-off.

Section 7.5 - Bumping

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

Section 7.6 - Recall

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

Section 7.7 - Consolidation or Elimination of Jobs

- a. The Employer shall notify the Union forty-five (45) days, prior to a layoff or the consolidation or elimination of jobs, as defined, in this Section.
- b. Upon notification, the Employer and the Union shall meet and negotiate the impact on Employees affected.
- c. The ultimate decision, as to which positions and/or Employee classes are to be affected by any layoff and when, is vested in the Employer.
- d. Employees, displaced by the elimination of jobs through layoff, job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights, to transfer to any job in that agency, provided the Employee has the ability to perform the job.

**ARTICLE VIII
ASSIGNMENT OF SHIFT**

Section 8.1 - Posting of Shift Vacancy

When a permanent vacancy occurs on a shift within an assignment, and the Employer determines to fill the shift, the Employer shall post the vacancy at the work site for a period of ten (10) calendar days. On the day of posting a vacancy the Employer shall provide the Union President or his/her designee with a copy of the posting. The posting notice shall identify the open shift.

Section 8.2 - Definition of a Permanent Shift Vacancy

For the purposes of this Article a permanent shift vacancy is created when:

- a. The Employer determines to increase the work force and create a new shift.
- b. When the Employer determines to replace a previous incumbent.

Section 8.3- Posting Response

Employees, within the assignment, interested in the shift vacancy must submit written notice to the Employer's designated agent within the ten (10) calendar day period.

Section 8.4 - Shift Selection

When a permanent shift vacancy is posted and more than one (1) Employee, within the assignment, requests such shift, the selection within the assignment shall be in accordance with Section 7.1a.

**ARTICLE IX
ASSIGNMENT VACANCIES**

Section 9.1 - Posting of Assignment Vacancies

When a permanent vacancy occurs in any assignment within the bargaining unit, and the Employer determines to fill the assignment, the Employer shall post the vacancy on a bulletin board at the work site for a period of ten (10) calendar days. On the day of posting a vacancy the Employer shall provide the Union President or his/her designee with a copy of the posting. The posting notice shall identify the assignment; however, the assignment may be subject to change based on operational requirements.

Section 9.2 - Definition of a Permanent Assignment Vacancy

For the purposes of this Article a permanent assignment vacancy is created when:

- a. The Employer determines to increase the work force and to fill a new position(s).
- b. When the Employer determines to replace a previous incumbent.

Section 9.3 - Posting Response

Employees interested in the assignment vacancy must submit written notice to the Employer's designated agent within the ten (10) calendar day period.

Section 9.4 - Job Assignment Selection

When a permanent assignment vacancy is posted and more than one (1) Employee requests such assignment, the selection shall be in accordance with Section 7.3. However, if no Employee, who has responded to the posting, exhibits the ability and qualifications to assume the assignment, the Employer may fill the assignment from outside the bargaining unit.

**ARTICLE X
HOLIDAYS**

Section 10.1 - Holidays Recognized and Observed

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

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

- b. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.
- c. Whenever any of the holidays, listed above, shall fall on a Saturday, the preceding Friday shall be observed, as the holiday.
- d. In any operation within an Agency, for which there is scheduled work on a seven (7) day a week basis, holidays shall be observed as provided above, except that the Independence Day, Veteran's Day, Christmas Day, and New Year's Day holidays shall be observed on July 4, November 11, December 25, and January 1, respectively.

Section 10.2 - Compensatory Day

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

Section 10.3 - Eligibility Requirements

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

- a. They worked their last scheduled work day prior to the holiday; and
- b. They worked their first scheduled day after the holiday, provided that proven sick leave usage on either such day shall not disqualify them from holiday pay.
- c. New employees shall not be paid for any holiday which falls within the first thirty (30) days of their employment until they have completed six (6) months of employment with the Employer, at which time the employee shall be compensated for any holiday which fell within the first thirty (30) days of employment at the pay rate in effect when the holiday occurred.

Section 10.4 – Work on Observed Holiday – Special Provisions

Whenever an Employee works on their scheduled day off, which also coincides with their observed holiday as provided in Section 10.1, or whenever an Employee works time in addition to their regular shift on their observed holiday, as provided in Section 10.1, they shall be compensated as follows:

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

**ARTICLE XI
VACATIONS**

Section 11.1 - Eligibility and Allowance

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

Service Requirements	Vacation Period
After one (1) year of employment (anniversary date)	Two (2) weeks
After five (5) years of employment (anniversary date)	Three (3) weeks
After ten (10) years of employment (anniversary date)	Four (4) weeks
After fifteen (15) years of employment (anniversary date)	Five (5) weeks

Section 11.2 - Vacation Pay

- a. The rate of vacation pay shall be the Employee's regular base rate straight time pay.
- b. Employees shall receive their vacation pay, on the regularly scheduled pay periods.
- c. Employees on unpaid leave of absence for more than sixty (60) work days during a twelve (12) month calendar period shall have their vacation days reduced on a proportional, prorated basis at the rate of 1/12 of their benefit time for each month of unpaid leave. Prorated vacation time shall be rounded up in 4.0 hour increments.

Section 11.3 - Choice of Vacation Period

- a. Time-off and vacation periods shall be selected by Employees according to their seniority.
- b. The Employer shall have the right to schedule vacations, throughout the fiscal year, to maintain efficiency.
- c. The Employer shall follow the seniority basis, as far as practical.
- d. Vacation periods shall be taken each year and cannot be accumulated, except as mutually agreed to, in writing, by the Employer and Employee, to allow for emergency scheduling or to maintain efficiency.
- e. After the schedule is posted, changes can only be made with approval of the Employer.

- f. Employees, who submit their vacation request, at least one (1) month prior to the initial date requested, shall have their vacation request answered within two (2) weeks.

Section 11.4 - Holidays During Vacation

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

Section 11.5 - Work During Vacation Period

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

Section 11.6 - Vacation Rights in Case of Retirement

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

ARTICLE XII
SICK LEAVE

Section 12.1 - Non-Work Related Sick Leave

- a. An Employee, contracting or incurring any non-service connected illness or injury, which renders such Employee unable to perform the duties of his employment, shall receive Sick Leave, with pay, for a period not to exceed the number of such Employee's accrued sick days; and further, an Employee shall be allowed to use accrued Sick Leave, for the purpose of caring for an ill or injured member of the immediate family. The immediate family of the Employee or spouse shall include spouse, mother, father, child, sister, brother, grandparents, grandchildren, step-parents, step-children, legal guardian, or other persons currently resident in the immediate household.
- b. If an Employee, who claims sick leave pay, has been absent for three (3) consecutive working days, he shall furnish, at the Employer's request, proof of his illness or injury, to the Employer.
- c. Recurring absences of more than one (1) absence of less than three (3) consecutive working days, without a doctor's certificate, shall be cause for loss of pay for those days, or may result in discharge.
- d. Employees shall be first eligible to use Sick Leave, after they have completed six (6) months of employment, with the Employer.
- e. Employees shall accrue one (1) day of Sick Leave, for each month of service.
- f. Employees shall start to earn Sick Leave, from their dates of hire, and they shall accumulate Sick Leave, as long as they are in the service of the Employer, to a maximum of two hundred forty (240) days.
- g. No Sick Leave or unpaid leave shall exceed six (6) months, unless it is extended in writing by agreement, but in no case, shall any such leave or unpaid leave exceed a total of one (1) year.
- h. An Employee, on Sick Leave, shall suffer no loss of seniority and shall continue to accumulate seniority.
- i. Records must be kept of accumulated Sick Leave and such records shall be made available to the Employee.
- j. Employees shall be compensated for one-half (0.5) of any accumulated Sick Leave, when they are permanently separated from employment, as a result of retirement or death:
 - (1) In the event of death, payment is to be made to the estate of Employee or his heirs.

- (2) To retire, a person must have twenty (20) years' service, or have attained age fifty-five (55), with at least eight (8) years' service.
 - (3) The amount of payment, for all unused Sick Leave, is to be calculated at the Employee's rate of pay, in effect on the payday immediately preceding the date of the Employee's permanent separation.
- k. In the event of resignation:
- (1) Employees shall be paid two (2) days, for each year of service, not to exceed their accumulated Sick Leave balances.
 - (2) Any payment, to Employees, is to be calculated at their rates of pay, in effect on the payday immediately preceding the date of their resignations.
- l. An employee who does not use any sick time during the full designated annual term (one year period) shall receive one additional personal day during the following annual term. The annual term shall be the employee's anniversary year.

Section 12.2 - Work-Related Disability

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

**ARTICLE XIII
LEAVE OF ABSENCE**

Section 13.1 - Eligibility Requirements

- a. Employees shall be first eligible for leaves of absence, after they have completed six (6) months of employment with the Employer, except that in the case of bereavement and jury duty leaves the Employee shall be eligible for such leaves upon commencing employment.
- b. Notwithstanding any other provision herein to the contrary, the Employer has the exclusive right to determine whether and when any leaves of absence may be granted.

Section 13.2 - Application for Leave Without Pay

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

Section 13.3 - Bereavement Leave

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

Section 13.4 - Maternity Leave

- a. Employees shall be granted leaves of absence, to cover periods of their pregnancy.
- b. The length of such leave shall not exceed six (6) months, but may be renewed pursuant to Section 13.1 above.
- c. Seniority and continuous service shall be retained by and accumulate for the Employee, during the first six (6) months of such leave.
- d. A pregnant Employee shall inform her immediate supervisor of her condition, not later than three (3) months prior to her expected date of delivery, and shall present to her immediate supervisor a written statement, signed by her physician, stating the expected date of delivery.
- e. A pregnant Employee may continue her regular duties, so long as her physician, upon request by the Employer, states in writing that she is able to perform her normal work assignments.
- f. An Employee, who has been absent because of maternity leave, may return to employment, as soon as her physician advises the Employer, in writing, that she is then able to perform her normal work assignments.

- g. The Employer reserves the right to verify any physician's statement, requested or presented under this Section, through the use of a physician of its own choice (other than a doctor regularly employed by the County) and any such examination shall be paid for by the Employer.
- h. Sick Leave may be used, to cover periods of disability occurring during or caused by pregnancy and condition thereof and accumulation of seniority during such periods shall be in accordance with Section 12.1h.
- i. For the first two (2) months of maternity leave, the cost sharing of health insurance premiums shall continue in the same amounts as if the employee was still an active employee. In the event an employee, who is on maternity leave and who is also on concurrent unpaid FMLA, exhausts their FMLA while on maternity leave, the cost sharing of health insurance premiums shall continue in the same amounts as if the employee was still on active duty for an additional two (2) month period, not to exceed the maternity leave period. This provision shall be applicable once during the course of a pregnancy.

Section 13.5 - Failure to Return from Leave

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

Section 13.6 - Personal Leave Days

- a. An Employee may take three (3) days of personal leave each year, after one (1) years' service, subject to the approval of the Agency Head.
- b. After one (1) year of service, each Employee shall be eligible for three (3) days of Personal Leave, to be used for the Employee's personal business, annually. The annual term shall be the employee's anniversary year.
- c. Personal Leave may be used for any purpose, except other employment.
- d. Except in cases of emergency, an Employee, planning to use a Personal Leave day, shall submit his request at least forty-eight (48) hours in advance of intended use.
- e. When requested within the guidelines of advance notice, the requested personal business day shall be granted, unless an emergency of an extreme nature would cause the cancellation of such day off.
- f. When an Employee is claiming an emergency situation, in regard to use of a personal business day, the Employer has the right to inquire as to the nature of the emergency.
- g. The Employee shall suffer no loss of pay for such leave.

- h. Personal Leave shall not accrue from year to year, except that Personal Leave, which is unused, at the end of the annual period, shall be added to Sick Leave, so long as such addition does not exceed the maximum accumulated authorized.

Section 13.7 - Jury Duty Leave

- a. Any Employee, called for jury duty or subpoenaed by a legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work related personal litigation.
- b. Upon receiving the sum paid for jury service or witness fees, the Employee shall submit the warrant, or its equivalent, to the Employer, unless an Employee elects to fulfill such call or subpoena with accrued time-off or personal leave, in which case, the Employee shall retain the full amount received for such service.
- c. Employees, called for reasons contained herein, shall have such days considered as days worked, for the purpose of scheduling, and shall be given commensurate days-off from work on their next scheduled work day(s), for any days which they would otherwise not have worked.

Section 13.8 - Family and Medical Leave Act

- a. The Employer shall comply with the provisions of the Family and Medical Leave Act. The annual FMLA leave period shall be a rolling year period.
- b. An Employee who has available paid leave and is on FMLA leave shall be required to use paid leave time concurrently with FMLA leave except for one half of their accrued annual vacation allotment. This excepted vacation time may be used upon the Employee's return to active employment. This Section is not to be interpreted so as to permit an employee to carry over unused vacation at the conclusion of their applicable annual term.

Section 13.9 - Parental Leave

Eligible employees will be granted paid parental leave after the birth of their child or after the placement of their adopted child. Such leave must be taken at the time of the birth or placement of the child and shall not exceed four weeks. To be eligible for parental leave the employee must also meet the eligibility requirement of the Family and Medical Leave Act. Any parental leave taken must run concurrent with FMLA leave.

**ARTICLE XIV
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Overtime now referenced in Article V

**ARTICLE XV
WAGES AND BENEFITS**

Section 15.1 - Employee Defined

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

Section 15.2 - Wage Schedule

Employees shall be compensated, in accordance with Annex C which is attached hereto and made a part hereof, and in accordance with the budget adopted by the Will County Board, authorizing the payment of such compensation.

Section 15.3- Longevity

Employees on the County payroll as of January 31, 1998 shall participate in the Schedule A longevity plan. Employees hired on or after February 1, 1998 are not eligible for the Schedule A Plan.

A. Schedule A Plan

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

Section 15.4 - Uniform Allowance

An annual uniform voucher amount of Four Hundred Dollars (\$400) shall be allowed to the Employees.

Section 15.5 - Group Insurance

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

For each employee participating in the HSA the County will contribute \$1350.00 to the HSA for individual and \$2700.00 to the HSA for family. The County's

contribution will be dispersed quarterly in four equal amounts (\$337.50/individual or \$675/family) in the first pay period of each calendar year quarter.

Dental Service Maximum Allowable Limit: Will be \$1,850 (in-network) and \$1,450 (out-of-network) for the term of the agreement for in and out of network. Dental Implants are covered under the schedule of benefits at maximum allowable.

(2) Short term disability income (employee only):

- a. \$225.00 per week, not to exceed four (4) weeks; and which
- b. Shall not be effective until an eligible Employee has exhausted all accrued Sick Leave.

(3) Term life coverage (employee only).

b. The coverage and conditions provided by the Employer's Group Insurance Program shall be set forth in the County Health Plan, adopted January 1, 2023.

c. Eligibility for the Employer's Group Insurance Program extends equally to both Employees and their legal dependents, except as noted above.

d. To participate in the Employer's Group Insurance Plan, the Employee must:

- (1) Make application, as directed or required by the Employer; and
- (2) Pay the share of the monthly premium rates established by the Insurer.

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

(1) Comprehensive medical and dental coverage:

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

- a. Employees will pay a percentage of premiums. The percentage of premium paid is determined by where the employee falls in the four (4) established salary bands.

(2) Term life coverage.

- a. The Employer shall pay all related premiums for the Employee.
- b. This coverage is not available to dependents.

(3) Premium amounts shall be calculated annually, pursuant to COBRA based requirements.

- f. The Employer and the Union shall establish an Insurance Committee to meet and discuss, as appropriate or required, matters related to this Section.
- g. The plan design will be as set forth on attached Exhibit A.
- h. The Employer shall establish an IRS approved pre-tax contribution plan to be used for the employee's portion of the premium for the group insurance plan.
- i. An employee who is on approved short term disability or an approved IMRF temporary disability shall be treated as an active employee for purposes of their insurance contributions, which shall be computed as of their most recent active duty salary rate.
- j. The Employer's Wellness Program as previously adopted.

Additional Health Insurance Language:

- a. 15% (1/1/2022), 16% (1/1/2023), 17% (1/1/2024), 17% (1/1/2025) aggregate of insurance premium sharing PPO, HMO, and Dental.
- k. 9.2% (1/1/2022), 10% (1/1/2023), 11% (1/1/2024), 11% (1/1/25) aggregate of insurance premium sharing HSA.

Salary Bands

- a. Effective January 1, 2022, the salary bands for premium contributions shall be as follows:
 - (1) <32,500; 32,500-52,999; 53,000-78,500; Over 78,500.
- l. Effective January 1, 2023, the salary tiers for premium contributions shall each increase by \$500.
- m. Effective January 1, 2024, the salary tiers for premium contributions shall each increase by \$500.
- n. Effective January 1, 2025, the salary tiers for premium contributions shall each increase by \$500.

Section 15.6 - Individual Insurance

- a. The Employer shall continue to make available:
 - (1) Permanent (Whole) Life Insurance/Annuity programs; and
 - (2) Cancer and Intensive Care Insurance programs.
- b. Eligibility, benefits, and extent of coverage provided shall be as determined by the Insurer.

- c. To participate in these programs, the Employee must:
 - (1) Make application, through the Employer, as directed or required by the Insurer; and
 - (2) Pay one hundred percent (100%) of all related premiums.

Section 15.7 - Mandated Insurance

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

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

Section 15.8 - Payroll Deductions

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

Section 15.9 - Unpaid Leave Status Employees

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

Section 15.10 - Retired Employees and Legal Dependents

- a. The Employer shall allow all retiring Employees and their legal dependents to continue to participate in the Employer's Group Medical Insurance Program, except for Short-Term Disability Income coverage, until such time as the Retiree is eligible for Social Security MEDICARE benefits.

- b. A Retiree is a former Employee, who is collecting an annuity from the Illinois Municipal Retirement Fund (IMRF).
- c. The benefits of the insurance coverage, provided to Retirees and their legal dependents, shall be the same as that provided to Employees and their legal dependents.
- d. For Retirees, who retire from the service of Will County and who at the time of retirement have 8 years of continuous service with Will County, and are participants in the plan at the time of retirement, the cost-sharing of monthly premiums shall be as follows:
 - (1) The Employer shall pay all related premiums for the Retiree's coverage.
 - (2) The Retiree shall pay all related premiums for Dependent coverage, which shall be equal to the Family premium, minus the Single premium.
 - (3) Premium amounts shall be calculated annually, pursuant to COBRA based requirements.

Section 15.11 - Surviving Legal Dependents

- a. The surviving legal dependents of individuals, who were active or retired Employees, at the time of their death, shall be allowed to remain within the Employer's Group Medical Insurance program, at their own expense, and the related premiums shall be paid, in the manner prescribed by the Employer.
- b. In the case of surviving spouses, participation shall terminate:
 - (1) In the event of remarriage; or
 - (2) At such time as eligibility for Social Security MEDICARE benefits occurs.

Section 15.12 - Employee Development

- a. General: The intent of this program is to expand the competence, knowledge, skills and abilities of Employees, in order to enhance their effectiveness and efficiency and, thereby, improve their present duty performance, as well as promote their potential and preparedness of organizational advancement.
- b. Basis of Participation:
 - (1) Must be job-related.
 - (2) Requested by the Employee, to be taken off-duty.
 - (3) Restricted by established appropriation limitations, budgetary constraints, and operational considerations and requirements.

- (4) Must be approved, in advance, by the Employer.
- (5) Attendance must be verified.
- (6) Receipts are required for reimbursement, to the established maximum allowed.
- (7) Allowed for individual credit or non-credit courses and seminars, as well as degree completion programs.
- (8) Must not interfere with performance of the Employee's assigned duties.
- (9) Authorized solely at the discretion of the Employer.
- (10) Employees shall be reimbursed, upon completion of each individual class, course or seminar, as certified by a grade, certificate or written notification by program sponsor.

c. Allowed Expense Reimbursement:

- (1) Tuition
- (2) Fees
- (3) Equipment
- (4) Books

d. Percentage Reimbursement Basis:

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

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

- (1) Undergraduate Programs:
 - (a) Grade/Evaluation: C/80-86

- (b) GPA/QPI: 2
- (2) Graduate Programs:
 - (a) Grade/Evaluation: B/87-93
 - (b) GPA/QPI: 3
- f. Employees, participating in degree-completion programs, shall:
 - (1) Only be eligible for expense reimbursement for those courses, which the Employer deems to be job-related.
 - (2) Incur a service obligation, to the Employer, upon receipt of the related degree, based on the extent of involvement:
 - (a) Reimbursed degree credits; divided by total degree credits, equals the extent of obligation percentage.
 - (b) Extent of obligation percentage, multiplied by the following, equals the service obligation incurred:
 - 1. Undergraduate degrees:
 - a. Associate's: 18 months
 - b. Associates to Bachelor's: 18 months
 - c. Four (4) Year Bachelor's: 36 months
 - 2. Graduate Master's Degrees: 24 months
 - (3) Be unable to advance to another degree-completion program, until any existing service obligation has been fulfilled.
 - (4) Be released from any incurred obligation, in the event of termination or, if laid-off, the obligation shall be suspended, pending recall.
 - (5) Be able to obtain release from their incurred service obligation, by repaying the Employer an amount, equal to the total reimbursement received, multiplied by the unfulfilled service obligation percentage.

**ARTICLE XVI
DISCIPLINE AND DISCHARGE**

Section 16.1 - Definition

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

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

Section 16.2 - Manner of Discipline

- a. If the Employer has reason to discipline an Employee, it shall normally be done in a manner that shall not embarrass the Employee, before other Employees or the public, and shall be done in a timely fashion. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline, and has a reasonable period of time to investigate the matter.
- b. If an Employee is disciplined, for violation of work rules, the absence of related, written, work rules, including formal policies or procedures, shall constitute a grievable defense, against such disciplinary action.

Section 16.3 - Suspension Pending Discharge

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

Section 16.4 - Pre-Disciplinary Meeting

Prior to notifying the Employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the Employee involved and his Union representative, and inform him of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents.

The Employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 16.5 - Notification and Measure of Disciplinary Action

- a. In the event disciplinary action is taken against an Employee, other than the issuance of an oral warning, the Employer shall promptly furnish the Employee and the Union, in writing, with a clear and concise statement of the reasons therefore.
- b. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.
- c. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct that arose from the same facts and circumstances.

- d. The Employee shall be entitled to the presence of a grievance representative, at an investigatory interview, if he requests one and if he has reasonable grounds to believe that the interview may be used to support disciplinary action against him.
- e. Nothing in this Section shall prevent the Employer from relieving Employees from duty in accordance with its practice, except that the Employees shall not lose any wages, because of such release.

Section 16.6 - Removal of Discipline

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

- a. From the date of the last written reprimand, twelve (12) months have passed without any further formal discipline; and/or
- b. From the date of the last suspension, eighteen (18) months have passed without any further formal discipline.
- c. For discipline issued after the date of adoption of this Agreement by both parties, the time limitations set forth in paragraph a. and b., immediately above, shall not apply to discipline related to employee workplace violence, sexual harassment, or violations of the County's Drug and Alcohol Policy due to the use of prohibited drugs as set forth in Section 20.18.2.e of the Agreement.

Section 16.7 - Polygraph

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

**ARTICLE XVII
SETTLEMENT OF GRIEVANCES**

Section 17.1 - Grievance Definition

- a. A grievance shall be considered a dispute between the Employer and the Union and/or any Employee(s), regarding the application, meaning or interpretation of this Agreement, or arising out of conditions concerning wages, hours and all conditions of Employment.
- b. Grievances may be processed by an Employee, or the Union on behalf of an Employee or on behalf of a group of Employees, or itself.
- c. Either party may have the Grievant present, at any Step of the grievance procedure.
- d. The resolution of a grievance, filed on behalf of a group of Employees, shall be made applicable to the appropriate Employees within that group.
- e. Informal disciplinary actions and probationary status decisions shall not be subject to these grievance procedures.
- f. For purposes of this Article, "working days" are defined as those days, when a person is scheduled to be and is present for duty.

Section 17.2 - Grievance Steps

Grievances shall be settled in accordance with the following procedures:

- a. Step 1 - Immediate Supervisor
 - (1) Any Employee, with or without the Union, shall submit the grievance, in writing, to the Employee's immediate supervisor who is outside the bargaining unit.
 - (2) The written grievance shall contain a statement of the grievant's complaint, citing the specific Section claimed to be violated by the Supervisor and/or Employer, specifics of the violation, and the relief sought. The written grievance shall be signed and dated by the grievant(s).
 - (3) All grievances must be presented no later than ten working days from the date of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed.
 - (4) The immediate Supervisor shall render a written response to the grievance within five (5) working days after the grievance is presented.
- b. Step 2 - Designated Senior Appointed Official

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

c. Step 3 - Employing Elected Official

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

d. Step 4 - Arbitration

- (1) If the grievance is not settled at Step 3, the Union Grievance Committee may submit the grievance to binding arbitration, by giving written notice to the employing Elected Official of intent to arbitrate, within fifteen (15) working days from receipt of the written response of the Elected Official, at Step 3. If the grievance is to proceed to arbitration, it shall be submitted to arbitration no later than sixty (60) calendar days after the decision in Step 3.
- (2) The Arbitrator shall be selected, in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS), from a list provided by FMCS, for that purpose.
- (3) Arbitration shall be conducted, in accordance with the rules and regulations of FMCS.
- (4) The Arbitrator shall have no authority to add to, subtract from, or change any of the terms of the Agreement.
- (5) The costs of arbitration shall be shared equally by the Union and the Employer, and the Arbitrator shall have no authority to otherwise assess costs.

- (6) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to respond, in writing, within thirty (30) days, after the conclusion of the hearing(s), as to the finding(s) and/or award(s).

Section 17.3 - Timeliness

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

Section 17.4 - Meetings

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

Section 17.5 - Free Association

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

Section 17.6 - Advance Step Filing

- a. Grievances concerning suspensions, or grievances brought pursuant to Article XIX, occupational Health and Safety, may be initiated at Step 2 of the grievance procedure.
- b. Grievances concerning discharges shall be initiated at Step 3 of the grievance procedure.

**ARTICLE XVIII
STRIKES AND LOCKOUTS**

Section 18.1 - Lockouts

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

Section 18.2 - Strikes, Work Stoppages and Work Slow Downs

- a. The Union shall not call, authorize, ratify or engage in, nor shall any member of the Union take part in any strike, work stoppage, or work slow- down on the Employer's premises.
- b. The Union and the Employees further agree that they shall not picket, in any manner, which would tend to disrupt the operations of the Employer.

Section 18.3 - Sanctions for Breach

- a. The Employer shall have the right to discipline any Employee, who instigates, participates in or affords leadership to an unauthorized strike, work stoppage or work slow-down, in violation of this Agreement.
- b. Such disciplinary action may include discharge.

**ARTICLE XIX
OCCUPATIONAL HEALTH AND SAFETY**

Section 19.1 - Equipment Usage

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

Section 19.2 - Working Conditions

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

Section 19.3 - Safety and Health

- a. Both parties to this Agreement will cooperate in the enforcement of health and safety rules and regulations.
- b. Should Employees complain that their work for the Employer requires them to be in an unsafe or unhealthy situation, in violation of this Article, the matter shall be reviewed immediately by the Employer or an authorized representative.
- c. If the matter is not adjusted satisfactorily, the complaint may be processed, according to the Grievance Procedure of this Agreement, beginning at Step 2.
- d. The parties to this Agreement shall establish a Joint Safety Committee, consisting of representatives of the Union and the appropriate Agency Head, for the purposes of promulgating a written safety code.
- e. Both parties agree to enforce such code.
- f. Notwithstanding the provisions of this Section, the Employer retains the right to promulgate and enforce health and safety rules and regulations, in the absence of a jointly agreed upon Health and Safety Code.

Section 19.4 - Communicable Diseases and Blood Borne Pathogens

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

Section 19.5 - Article XIX Savings Clause

The parties agree that if any of the provisions or application of the current federal, state or local laws or regulations are amended, modified, or declared invalid by any court action or by reason of any existing or subsequently enacted legislation or by executive order, the

Union may notify the Employer of its intent to reopen this Article of the Agreement. Upon such notification, the parties agree to meet and negotiate over Article XIX.

**ARTICLE XX
GENERAL PROVISIONS**

Section 20.1 - Pledge Against Discrimination and Coercion

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

Section 20.2 - Employee Review

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

Section 20.3 - Intent

It is the specific intent of this Agreement that it shall be binding on the parties, only to the extent provided by law.

It is further agreed by the parties hereto that, to the extent permitted by law, they are the only parties bound by this Agreement, even though the term "Employer", as used in this Agreement, in some instances, means an elected or appointed public official.

The parties further recognize that many of the Employees, covered by this Agreement, are actually employed by elected officials or appointed public officials, and that nothing in this Agreement shall limit the rights of said elected public officials, to carry out the duties of their offices.

Section 20.4 - Damage to Personal Property

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

Section 20.5 - Mileage Reimbursement

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

Section 20.6 - Labor Management Meeting

- a. The Employer and the Union shall conduct a labor-management meeting at the written request of either party.
- b. The time and place for such meetings shall be by mutual agreement.
- c. Each party shall submit an agenda to the other party at least seven calendar days prior to the meeting. Discussion will be limited to the specific agenda items unless otherwise agreed by the parties.
- d. Each party shall be limited to three (3) representatives unless otherwise agreed.
- e. The purpose of the labor-management meeting will be to:
 - i. Discuss the administration of the Agreement;
 - ii. Exchange general information of interest to the parties;

- iii. Give representatives an opportunity to make suggestions on subjects of interest to the parties.
- f. Unless otherwise specifically agreed by the parties, in writing, labor-management meetings shall not be used for the purpose of discussing grievances or for bargaining. Unless otherwise specifically agreed by the parties, in writing, the parties specifically agree that the results of any labor-management meeting are not to be considered as bargaining agreements.

Section 20.7 - Required Physical Examinations

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

Section 20.8 - Indemnification

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

Section 20.9 - Printing of the Agreement

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

Section 20.10 – Drug Testing

Section 20.10.1. - Policy

- a. It is the policy of the County of Will that all County employees be free from alcohol and illegal drugs in order to ensure that employees can perform their duties without endangering themselves or the public. County employees are expected to be drug and alcohol free at all times that they are in the workplace.
- b. The Parties agree that Employees of this bargaining unit shall be subject to random alcohol and drug testing.

Section 20.10.2. – Prohibitions

- A. No employee shall:
 - a. Report for duty or remain on duty while having an alcohol concentration of 0.04 or greater;
 - c. Be on duty or operate a motor vehicle on duty while the employee possesses alcohol, unless the alcohol is manifested and transported as part of a shipment;
 - d. Use alcohol while on duty;
 - e. Refuse to submit to a post-accident, random, or reasonable suspicion alcohol or prohibited drug test, when required to do so under the terms of this policy;
 - f. Report for duty or remain on duty when the employee has used any prohibited drugs, which are identified as 1) marijuana metabolites; 2) cocaine metabolites; 3) amphetamines; 4) opiate metabolites; 5) phencyclidine (PCP), except when the use is pursuant to the instructions of a physician who has advised the employee that the drug does not adversely affect the employee's ability to safely perform their job duties; or
 - g. Report for duty or remain on duty if the employee has tested positive for a prohibited drug.
 - h. If required to take a post-accident alcohol test, use alcohol for eight hours following an accident, or until he undergoes a post-accident test, whichever occurs first.
- B. A refusal to be tested includes an employee's refusal to sign the certification in Step 2 on the Breath Alcohol Testing Form; refusal to blow an adequate amount of breath for an alcohol breath test, so long as the refusal is not medically related as determined by a physician; the failure of an employee subject to post-accident testing to make himself readily available; and a refusal to otherwise cooperate with the testing process in a way that prevents the completion of the test.

Section 20.10.3. – Drug Testing Procedures

- a. Employer has the right to subject an employee to drug and/or alcohol testing when the employee is involved in a motor vehicle accident while on duty, is involved in an on-duty incident resulting in an injury to a resident of SHNH, or is involved in an on-duty incident in which the employee or another employee is injured. The County shall apply the testing procedures found in Section 3B of the Will County Controlled Substance and Alcohol Testing Policy to any employee who is involved in any motor vehicle accident while on duty.
- i. Employer has the right to subject an employee to drug and alcohol testing when the Employer has reasonable suspicion to believe that the employee has reported to work under the influence or is at work under the influence of drugs or alcohol. The County

shall apply the testing procedures found in Section 3D of the Will County Controlled Substance and Alcohol Testing Policy to any reasonable suspicion testing.

- j. Testing shall proceed under the provisions of Section 7, Testing Procedures, of the Will County Controlled Substance and Alcohol Testing Policy.

Section 20.10.4. – Discipline

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

Section 20.10.5. – Union Indemnification

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

**ARTICLE XXI
AUTHORITY OF THE AGREEMENT**

Section 21.1 - Guarantee of Terms

- a. This Agreement shall immediately be submitted for ratification, by the parties, with subsequent adoption and signatures to occur, in accordance with their practices.
- b. Ratification and adoption, by the County of Will, shall commit the Employers to enact no subsequent rules or regulations, including Executive Orders, having the force or effect of law, which would impair the binding effect or otherwise make unenforceable the terms of this Agreement.

Section 21.2 - Invalidations and Savings

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

Section 21.3 - Term and Effect

- a. This Agreement shall be effective upon its execution by the parties and shall remain in full force and effect, until the 30th day of November 2025.
- b. This Agreement shall be automatically renewed, from year to year thereafter, unless either party shall notify the other, in writing, at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.
- c. Should either party so notify the other, negotiations shall begin, at least (60) days, prior to the anniversary date.
- d. This Agreement shall remain in full force and effect, during the period of negotiations and until notice of termination of this Agreement is provided by one party to the other, in the manner set forth below.
- e. In the event that either party desires to terminate this Agreement, written notice must be given to the other party, at least ten (10) days, prior to the desired termination date, which shall not occur before the anniversary date, set forth below.

Section 21.4 – Supersession

This Agreement terminates the prior Agreement of the parties.

ANNEX C - WAGES AND INCREMENTS

I. GENERAL WAGE INCREASE

EFFECTIVE:

1/19/23 – 6.75% COLA

6/1/23 – 2.5%

12/1/23 – 3.75% COLA

6/1/24 – 2.5%

12/1/24 – 3.0% COLA

6/1/25 – 2.5%

Signing Bonus: \$1,000 effective upon ratification

II. MINIMUM STARTING WAGE

New Graduate Minimum Start Rate = \$56,160

Three year experience Minimum Start Rate = \$62,966.59

All current employees receive a one-time additional \$750 compression adjustment upon ratification.

III. MAXIMUM WAGE

= \$98,588

- a. All RN Employees will receive COLA and step value until they reach the Maximum Wage.
- b. Any RN Employees reaching the Maximum Wage will not receive the step value and longevity. Any employee reaching the Maximum Wage at the signing of this contract will receive a stipend of the Retro COLA increases.
- c. There will be a Maximum Wage of \$98,588 on 12/01/2022 and the Maximum Wage will increase each year following 12/01/2022 by the amount of the COLA contained in this Agreement, as follows:
 - 6.75% effective 1/19/23
 - 3.75% effective 12/1/23
 - 3.0% effective 12/1/24

- d. All employees at Maximum Wage will receive a \$750 bonus effective 12/1/23 and a \$750 bonus effective 12/1/24.

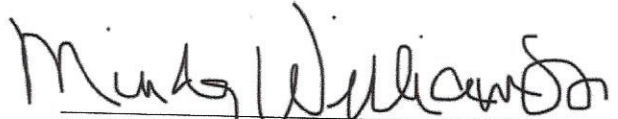
SIGNATURES

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

For the Union:



CHRISTIAN HAINDS
STAFF REPRESENTATIVE
AFSCME COUNCIL 31

Date: 5/16/27


MINDA WILLIAMSON
PRESIDENT, LOCAL 1028
AFSCME COUNCIL 31

Date: _____

For the Employers:


JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE on
Behalf of Herself and as Presiding
Official of the Will County Board

Date: 5/23/2024



Medical Insurance | BlueCross BlueShield

Choice of plan options:	HMO <i>In-Network Benefits Only</i>	PPO		HDHP/HSA
Network	Blue Advantage HMO	PPO		PPO
Deductible		Salary < \$50,000	Salary > \$50,000	
Individual (In-Network / Out-of-Network)	\$0	\$350	\$500	\$1,600
Family (In-Network / Out-of-Network)	\$0	\$700	\$1,000	\$3,200
Coinsurance In-Network / Out-of-Network	100%	85% / 60%		85% / 60%
Out-of-Pocket Max Individual (In-Network / Out-of-Network)	\$2,000	\$2,000 / \$5,625		\$3,000 / \$5,625
Family (In-Network / Out-of-Network)	\$4,000 <i>Maximum in Copays</i>	\$4,000 / \$11,250 <i>Includes Deductible</i>		\$6,000 / \$11,250 <i>Includes Deductible</i>
Physician Services (In-Network) Well Adult / Well Child Physician Office Specialist Visit X-Rays / Lab Diagnostics	100% \$20 copay \$30 copay 100%	100% Deductible then 85% Deductible then 85% Deductible then 85%		100% Deductible then 85% Deductible then 85% Deductible then 85%
Inpatient Hospital (In-Network)	\$125/day for 1st two days	\$400 per admission (Limit 2 per year) + Deductible then 85%		Deductible then 85%
Emergency Room	\$150 copay	\$150 Copay + Deductible then 85%		Deductible then 85%
Urgent Care (In-Network)	\$20 copay	Deductible then 85%		Deductible then 85%
Prescription Drugs (In-Network) Generic/Formulary/Non-Formulary	Copays: \$10 / \$25 / \$45	Copays: \$10 / \$25 / \$45		Deductible then 85%
Prescription Out-of-Pocket Max Individual / Family	\$4,800 / \$9,600	N/A		N/A

NOTE: If both spouses work for the County, the one with the longest continuous service must cover the family.

Prescription Drug Coverage

Retail pharmacy benefits are managed through Prime Therapeutics. Specialty pharmacy services are provided by Accredo®, and mail order pharmacy benefits are managed by Express Scripts Pharmacy. HMO members have the option of switching to these providers or they may remain with their current provider.

Specialty medications are prescribed to treat chronic, complex, or rare conditions such as cancer, rheumatoid arthritis, and hepatitis C. They're typically different from traditional medications because they:

- Have special storage, temperature, and handling requirements.
- Are given by infusion, injection, or taken orally.
- Need to be taken on a strict schedule.
- Cost more than regular medications.
- Require close patient monitoring and ongoing support.

Our pharmacy plans utilize various programs such as Step Therapy, Prior Authorization, Dispensing Limits, and Mandatory Generic to help both you and your plan manage expenses and increase compliance to attain better health outcomes. Visit www.myprime.com for more information.



Dental Insurance | BlueCross BlueShield

Preferred Provider Organization (PPO)

These dental plans allow the flexibility to select any dentist in-network or out-of-network. By staying in-network, the contract between your dentist and insurance carrier will make your annual benefit period maximum last longer.

Dental coverage focuses on preventive and diagnostic procedures in an effort to avoid more expensive services associated with dental disease and surgery. The type of service or procedure received determines the amount of coverage for each visit. Each type of service fits into a class of services according to complexity and cost.

Preventive:

- Annual cleanings (2 per year)
- X-rays (1 per year)
- And more

Basic:

- Fillings
- Simple extractions
- And more

Major:

- Root canals
- Dentures/bridges/partials
- Crowns
- And more

Choice of plan options:	PPO
	<i>In-Network / Out-of-Network</i>
Network Name	PPO
Individual Deductible	\$50 / \$50
Family Deductible	\$150 / \$150
Office Visit Copay	None
Preventive Coinsurance	100% / <u>100%</u>
Basic Coinsurance	80% / 80%
Major Coinsurance	50% / 50%
Annual Plan Maximum	\$1,850 / \$1,450
Orthodontia Coinsurance	50% / 50%
Orthodontia Lifetime Maximum	\$1,500 / \$1,500



Virtual Dental Visits

We know how important access to dental care is to you and your family. Now if an urgent dental issue occurs after hours or when your own dentist is unavailable, you can schedule a virtual dental visit, powered by Teledentistry.com.

What can a virtual dentist do for you?

- Address tooth pain due to things like cavities, gum disease, impacted wisdom teeth
- Assess trauma, such as a chipped tooth
- Prescribe appropriate medications*

Is it covered?

Yes, the virtual visit will be paid the same as if you were visiting your dentist office for the same service. If you need follow-up care and don't have a regular dentist, Teledentistry.com can help you find a dentist. If you follow up with your regular dentist, they can send them a report regarding the virtual visit.

How does it work?

Simply call 1-866-256--2054 and provide some required information. You will be connected to a dentist via video conference within 10-15 minutes and the average consult only takes 3-5 minutes!**

* No opioids or narcotics

**Average times from Teledentistry.com