BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 PUBLIC EMPLOYEES DIVISION

AND

ALGONQUIN TOWNSHIP ROAD DISTRICT

May 1, 2017 through April 30, 2022

AGREEMENT

This Collective Bargaining Agreement ("Agreement") has been made and entered into by and between the Algonquin Township Road District (hereinafter referred to as the "Employer" or "District") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

ARTICLE I

UNION RECOGNITION/MANAGEMENT RIGHTS

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the following bargaining unit:

All employees of the Algonquin Township Road District in the following titles: Highway Worker, Laborer, Foreman and Mechanic.

The Illinois Labor Relations Board, in Case No. S-RC-17-051, certified the Union as the exclusive representative of the employees in the above-described unit and further found the unit as appropriate for purposes of collective bargaining.

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. In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. 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. In case the parties cannot agree on wages, and/or terms and conditions of employment for a new classification, the parties agree that such matter(s) shall be subject to the arbitration provisions set forth in this agreement.

SECTION 1.3: MANAGEMENT RIGHTS

Except as limited by this agreement, the Employer retains all of its traditional management rights. The Employer expressly reserves the right under this agreement to exercise all management rights as set forth in the Illinois Public Labor Relations Act.

ARTICLE II

UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Employees may utilize any accumulated time off other than sick leave (holiday, personal, vacation, etc.) for union business.

SECTION 2.3: UNION BULLETIN BOARD

The Employer shall provide space for one Union bulletin board at the work location. The board shall be for the sole and exclusive use of the Union.

<u>ARTICLE III</u>

UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other programs (e.g., PAC) as authorized by the bargaining unit member,

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

SECTION 3.2: FAIR SHARE

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.3: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.4: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV

HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

The normal work week for all bargaining unit personnel shall be five (5) days per week, Monday through Friday. The normal starting and ending time for employees will be 6:30 a.m. to 3:00 p.m. The normal workday for employees shall be eight and one-half (8.5) hours per day, including an unpaid thirty (30) minute lunch period and a paid thirty (30) minute break. The normal break shall be taken at 8:30 a.m., or as close thereto as practicable. The normal lunch period shall be taken at 11:30 a.m., or as close thereto as practicable. Employees will be permitted up to ten (10) minutes of drive/wash time in addition to the lunch.

Where the requirements of a job dictate that the employees work through their lunch period and the Foreman or Highway Commissioner so assigns them to keep working, employees shall be allowed to leave work thirty (30) minutes early. Employees required to work through their lunch period who cannot leave early shall be compensated one-half (1/2) hour at the appropriate overtime pay rate.

SECTION 4.2: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

A. Except as set forth elsewhere in this agreement, a bargaining unit employee shall be paid at one and one-balf times the employee's regular hourly rate of pay when required to work in excess of 40 hours per week or outside of his normal work hours, i.e. 6:30 a.m. to 3:00 p.m. Overtime will be rounded up to the nearest ¼ hour.

- B. Compensated time not actually worked shall be counted as "time worked" for purposes of computing overtime compensation.
- C. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on holidays—actual and observed.

SECTION 4.3: OVERTIME DISTRIBUTION

The Highway Commissioner has the right to require employees to work overtime assignments beyond their normal scheduled work hours, and employees may not refuse to work such overtime assignments (unless the employee can show good cause for declining the overtime assignment). The Employer, in its discretion, reserves the right to create overtime assignments and/or to cancel overtime assignments.

When the Highway Commissioner, in his discretion, decides that an overtime assignment is necessary, he will direct employees to work the assignment in rotating order of the most senior to least senior employee on the District's seniority list. For example, during the first overtime assignment after this Agreement is executed, the Highway Commissioner will begin with the most senior employee, and if the employee does not respond to the Highway Commissioner's communication or otherwise declines for "good cause," the Highway Commissioner may choose to proceed to the next most senior employee on the list and so on until sufficient employees have been assigned. During the second overtime assignment, the Highway Commissioner will begin by contacting the next senior employee immediately below the employee selected for the last overtime assignment, and so on.

If the Employer is found to have violated the overtime assignment procedure outlined in the above paragraph, the remedy will be for the aggrieved employee to receive preference for the next overtime assignment of equal hours. If the employee is unavailable or otherwise declines the aforementioned overtime work assignment, the employee is entitled to no further remedy.

Nothing in this paragraph is intended to supersede an employee's obligation to work an overtime assignment if directed to do so by the Highway Commissioner.

SECTION 4.4: ON-CALL

One bargaining unit employee shall be on-call at all times. Each on-call assignment shall last for one week. The on-call employee shall change weekly, on Mondays at 6:30 a.m. The employees shall rotate the on-call, call-back employee position in rotating order of the most senior to least senior employee on the District's seniority list. Employees may trade on-call assignments, so long as they provide notice to the Highway Commissioner.

For each week that an employee serves as on-call, call-back employee he/she shall receive \$100.00 compensation in addition to his/her regular pay regardless of whether any call-back assignment(s) were made.

SECTION 4.5: CALLBACK

A call-back is defined as an official assignment of work that does not continuously precede or follow an employee's regularly scheduled work hours. Callbacks shall be compensated with a guaranteed minimum of two (2) hours at 1.5 times the employee's regular rate of pay for each such callback with pay beginning at the time of the call/assignment and ending when the employee punches out. Time worked in excess of the 2-hour minimum on a callback shall likewise be compensated at 1.5 times the employee's regular rate of pay. Callbacks starting on a holiday shall be compensated with a guaranteed minimum of four (4) hours at two times the employee's regular rate of pay, i.e. double time. Call-back assignments

that begin on a holiday and exceed the 4 hour minimum shall continue to be compensated at double time until the completion of the assignment. It is expressly agreed that a call-back assignment is for a specific purpose and the Employer shall not assign employees who complete their call-back assignment "busy work" (i.e. work unrelated to call-back purposes) in order to fill the remaining hours.

SECTION 4.6: MANDATORY REST PERIOD

Employees who are required to work more than sixteen (16) hours in a twenty-four (24) hour period (measured from 7:00 a.m. to 7:00 a.m.) shall be allowed an eight (8) hour rest period at the end of their work requirement, except in emergency situations and/or if the employee believes he or she is physically able to continue working. If the eight (8) hour rest period extends into the employee's normal workday, the employee may take the full rest period and shall be paid starting at his or her normal shift start time. The employee must complete his or her work assignment, even if it extends beyond sixteen (16) hours in duration, before beginning the rest period.

<u>ARTICLE V</u>

SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's regular full time employment with the Employer, including employment prior to the execution of this Agreement. Seniority is not transferable into the bargaining unit from previously held non-bargaining unit positions.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. An employee who quits and later returns to work with the Township have no seniority with the Employer upon his or her return.

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SECTION 5.3: SENIORITY LIST

The Employer shall maintain a seniority list which shall be furnished to the Union upon request.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline. No employee on the payroll as of the date of execution of this Agreement shall be considered probationary.

ARTICLE VI

LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the

Union at least ninety (90) days' notice of any layoffs.

SECTION 6.2: GENERAL PROCEDURES

In the event a layoff is necessary, the Employer shall select the least qualified employee, based on work history, performance, skills and proven ability. Seniority shall only be used if two or more employees' qualifications are relatively equal.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a recall list for 24 months. Employees shall be recalled in seniority order. The Employer shall not employ temporary or seasonal employees if any employee is on the recall list. The Employer shall notify the employee via certified mail to the employee's last known address with a copy to the Union that he/she is being recalled. If the employee fails to respond within fourteen (14) days from the date of receipt, the employee is deemed to have waived any entitlement to reemployment.

ARTICLE VII

DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline may include the following steps, which are not exhaustive:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

(D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

However, the Employer shall retain the right to invoke discipline that it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Employer may invoke either a suspension or discharge without oral warning or written reprimand should the seriousness of the offense warrant suspension or discharge without oral warning or written warning.

Prior to actual imposition of a suspension without pay, the employee will be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Employee. In the case of termination, the employee will be given the opportunity to discuss the matter with management. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action.

Written reprimands and oral reprimands shall not be used as basis for progressive disciplinary if there has been no reoccurrence of the type or kind of conduct giving rise to the disciplinary action notice after a period of one (1) year. All discipline shall be removed from the employees file after two years. All disciplinary action (including verbal warnings if documented) shall be signed by the employee as having been received by the employee, not that it is agreed to, with a copy given to the employee prior to placement in the personnel file, unless the employee refuses to sign the disciplinary action in which case the Employer shall so indicate on the disciplinary action that the employee has refused to sign it.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any disciplinary discussions with the employee, where the imposition of discipline beyond an oral warning is contemplated, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Except for Step 1 and 2, grievances shall be processed only 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). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every 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.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: HIGHWAY COMMISSIONER

The Union or employee may submit a written grievance to the Highway Commissioner within twenty (20) calendar days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Highway Commissioner shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Highway Commissioner shall submit a written response within ten (10) business days

of the conference. If the conference is not scheduled, the Highway Commissioner shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Highway Commissioner does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

STEP TWO: ARBITRATION

If the grievance remains unsettled Step One, the Union may refer the grievance to arbitration within fourteen (14) calendar days of the Step One response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. The parties shall alternately strike the names of 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.

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

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such 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 equally pay for the expense of such.

Issue(s) presented to the arbitrator shall be limited to those issue(s) presented at Step Two unless otherwise agreed by the parties.

The arbitrator shall render his/her decision in writing to the parties within a reasonable time following the close of the arbitration hearing or the submission date of briefs, whichever is later. The arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The arbitrator's decision shall be final and binding on the Employer, employee, and Union, shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An

improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal.

SECTION 8.6: UNION STEWARDS

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. One (1) duly authorized bargaining unit representative shall be designated by the Union as the alternate Stewards. The Union will provide written notice to identify the Stewards.

ARTICLE IX

LEAVES

SECTION 9.1: HOLIDAYS

All eligible full-time employees shall receive holiday pay for the following holidays:

| New Year's Day | January 1 |
|-------------------------------|-------------------------------------|
| Martin Luther King's Birthday | 3rd Monday in January |
| President's Day | 3 rd Monday in February |
| Good Friday | Friday before Easter |
| Memorial Day | 4th Monday in May |
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |

| Columbus Day | 2 rd Monday in October |
|------------------------|-----------------------------------|
| Veterans' Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Day after Thanksgiving | 4th Friday in November |
| Christmas Eye | December 24 |
| Christmas Day | December 25 |
| New Year's Eve | Decomber 31 |

When a Holiday falls on Saturday, the Employer will designate the preceding Friday as the official observed Holiday. When a Holiday falls on a Sunday, the Employer will designate the following Monday as the official observed Holiday. Holiday pay shall be eight (8) hours of straight time pay, computed at the employee's base rate of pay. Employees who work on a holiday (actual or observed) shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday, with a guaranteed minimum of four (4) hours should an employee be called out on a holiday.

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees.

SECTION 9.2: VACATION LEAVE

Full-time employees shall be entitled to the accrual of vacation days on an annual basis as follows:

| 0-1 year of service | 1 week, prorated based upon hire date |
|---------------------|---------------------------------------|
| 2 years of service | 2 weeks |

| 5 years of service | 3 weeks |
|---------------------|---|
| 10 years of service | 4 weeks |
| 15 years of service | One extra day each January 1, with a maximum of 5 weeks |

Vacation days are front-loaded, and are available for use by full-time employee on January 1 of each year. Employees may carry over a maximum of five (5) vacation days from one calendar year to the next, with all remaining unused vacation days being forfeited if they are not used by December 31.

SECTION 9.3: VACATION USAGE AND SCHEDULING

Vacation days can be used only in half-day or full-day increments. Vacation requests shall be made no less than one (1) day prior to a requested leave. Reasonable vacation requests shall be approved; however, in the event that two (2) or more employees have already been approved leave, then any further vacations during such time period are subject to the approval of the Highway Commissioner and his determination of staffing needs.

SECTION 9.4: VACATION LEAVE BLACKOUT PERIOD

Notwithstanding any other provisions in this Article or Agreement, employees are subject to special "blackout" leave procedures during the time period of November 30 through March 15. During this time period, subject to the exception below, the Highway Commissioner has the final authority and discretion to approve, deny or cancel leave requests. During this blackout period, at least one (1) employee at any given time shall be allowed his/her leave request, subject to the provisions of Section 9.3. "Blackout" period vacation requests shall be considered on a

first-come, first-served basis; however, two equal, competing requests shall be honored based upon Seniority pursuant to the District's seniority list.

SECTION 9.5: PERSONAL DAYS

Full-time employees shall receive five (5) personal days at the beginning of each calendar year for use during that calendar year only. Full-time probationary employees do not receive personal days until after the completion of their probationary period, at which time the full-time employee will earn 0.75 days for each remaining full month of the calendar year in which he completed his probationary period. Unused personal days do not carry over from calendar year to calendar year. Personal days will be scheduled and approved pursuant to the procedures described in Sections 9.3 and 9.4, above. Full-time employees receive no compensation for unused personal days upon the full-time employee's resignation, termination, death or retirement.

SECTION 9.6: SICK LEAVE

Bargaining unit employees shall earn sick leave with full pay at a rate of five (5) days per year; all five sick days shall be available for use on January 1 of each calendar year.

An employee may be eligible for sick leave for the following reasons:

- A. Personal illness or physical incapacity;
- B. Quarantine of an employee by a physician;
- C. Illness or injury of immediate family (including step relations) of employee (immediate family is defined as spouse, parent, child, brother, sister, mother-in-law or father-in-law);

- D. Maternity as directed by a physician;
- E. Any purpose allowed under FMLA or
- F. Medical or dental appointments.

Slok leave may never be taken in advance of earning the time. An employee, unable to report for work because of the above reasons, shall notify his/her supervisor or department head prior to the time they are expected to report for work. Slok leave may be carried over from year-to-year up to a rolling maximum amount of eighty (80) days. Accumulated sick leave can be cashed out or used for retirement credit purposes, to the extent permitted by the law and IMRF rules. Full-time employees who are eligible to and retiring from the District may cash out their accumulated sick leave at their rate of pay at retirement.

SECTION 9.7 SICK LEAVE INCENTIVE

Any employee who does not use any sick time for a four (4) month period shall receive one (1) personal day.

SECTION 9.8 SICK LEAVE BANK

Should employees desire, they shall be permitted to contribute up to 5 unused sick days per year to a sick leave bank that will be used at the Union's discretion in order to help fellow Union members employed or on leave from the employer.

SECTION 9.9 JURY DUTY LEAVE

A full-time employee shall be granted leave with pay when required to be absent from work for jury duty or as a subpoensed trial witness in a case involving the Employer, including cases where an employee is subpoensed because they witness an incident while on duty.

When an employee is notified for jury duty, the employee is to provide notification to his/her supervisor or department head the following business day after receiving such notification. When serving on a jury, the employee must make regular contact with his/her supervisor or department head. An employee who must attend court on a non-work related matter must take vacation days or personal days or compensatory time to cover the time off from work. If the employee has used his/her allotted vacation or personal days or comp time the employee will be granted leave without pay.

SECTION 9.10 MILITARY LEAVE

Employees shall be eligible for military leave in accordance with applicable state and federal law.

SECTION 9.11 FUNERAL LEAVE

Employees may be granted up to three (3) working days leave with pay in the event of the death of a spouse, child (including step or adopted), mother or mother-in-law, father or father-in-law, sister, brother, aunt or uncle or close relative. If the employee receives notification of the death while at work, he/she may also be allowed the balance of that workday off with pay. The Employer shall grant an employee additional days off with pay if that employee requires, for bona fide religious reasons, additional time to grieve the loss of a family member.

If any portion of the approved leave falls on a day(s) the employee is not scheduled to work, the employee will receive compensation only for those days normally worked. Vacations will be extended as a result of a death of an immediate family member, occurring during vacation. Should an employee need additional time off due to a death of a family member, he shall be

permitted to use vacation, personal or compensatory time as permitted by the Department of Public Works, such approval not to be unreasonably denied.

SECTION 9.12 CHILD BIRTH LEAVE

An employee shall receive 3 days' paid leave following the birth of his or her child.

ARTICLE X

LABOR MANAGEMENT CONFERENCES

SECTION 10.1: LABOR-MANAGEMENT CONFERENCES

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 10.2: PURPOSE

Such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

SECTION 10.3: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their health and safety are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisors, who shall make a prompt in the field determination as to the continuation of the assignment. Ongoing concerns should be addressed at the first available labor management conference.

ARTICLE XI

MISCELLANEOUS PROVISIONS

SECTION 11.1: GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

SECTION 11.2: WORK CLOTHES

Within fourteen (14) days of an employee's hire date, the Highway Commissioner will provide the following clothing items to a full-time employee:

Pive (5) short-sleeved t-shirts

Five (5) long-sleeved t-shirts

Five (5) pullover sweatshirts

One (1) winter jacket

One (1) set of insulated coveralis

Rain gear

Additionally, the Employer shall make available to employees safety equipment, including safety glasses, gloves, knit hats, hip boots, rain gear, safety vests, ear protection and

hard hats, on an as-needed basis. If an employee believes that one of his/her clothing items needs replacement, he must submit the clothing item to the Highway Commissioner for review. The Highway Commissioner shall not unreasonablly deny a replacement request. Full-time employees shall be entitled to a \$250.00 clothing allowance for the purchase of additional necessary clothing and equipment including, but not limited to, long underwear, work pants and shorts, and additional work footwear. In order to receive this allowance, the full-time employee must present to the Highway Commissioner a receipt or invoice for the purchase of such clothing. Such allowance will be given to the full-time employee no more than once each calendar year. Any employee may elect to receive regular uniform service in lieu of this allowance.

SECTION 11.3: CELLULAR PHONE STIPEND

Full-time employees shall receive a fifty dollar (\$50.00) monthly stipend toward the costs associated with his/her cellular phone for so long as the cellular phone number is provided to the Highway Commissioner and the employee is available to the Highway Commissioner after hours for purposes of Overtime and Call-Back assignments at said number.

SECTION 11.4: RESIDENCY

For emergency call back purposes, employees are required to live within a fifteen (15) nautical (air) mile radius of the District office at 3702 U.S. Highway 14, Crystal Lake, Illinois.

SECTION 11.5: MAINTENANCE OF ECONOMIC BENEFITS

All economic benefits which are not set forth in this Agreement and are in effect prior to ratification shall continue and remain in effect unless otherwise agreed by the Union.

SECTION 11.6: LICENSE/CERTIFICATION REIMBURESEMENT

The employer shall reimburse all employees required to carry any license the cost of the license and any renewals as well as endorsements it may require, including commercial drivers' licenses.

SECTION 11.7: TRAINING

The District shall pay for every full-time employee's annual enrollment in the Union's Apprenticeship & Skill Improvement Program (hereinafter "ASIP"). The District shall compensate all full-time employees for all normal work hours spent at training, schools and courses at ASIP. Each year, every employee shall be entitled to no less than ten (10) training days during regular work hours. A District vehicle will be made available for the employee's use to travel to training. If, for some reason, a District vehicle is not available and an employee must use his/her own automobile, roundtrip mileage reimbursement for sites farther than ten (10) miles from the District property, one way, shall be paid at the mileage reimbursement rate set by the Internal Revenue Service. Employees shall be reimbursed the cost of meals upon turning in receipts. In the event that an employee needs to stay overnight for training, the District will reimburse the employee the cost of lodging upon turning in receipts.

SECTION 11.8: DRUG AND ALCOHOL TESTING

It is expressly understood that the Union and the Employer are in favor of a safe work environment, both for the employees and the public. As such, the parties agree on drug and alcohol testing procedures set forth in Appendix A of this agreement.

SECTION 11.9: SAFETY

Employees who reasonably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment shall immediately inform the Highway Commissioner, or his designee, who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued. The employee shall follow the direction of the supervisor unless the employee reasonably and justifiably believes there is imminent danger. Questions regarding safety issues may be addressed in labor-management conferences pursuant to Article XVI.

ARTICLE XII

SUBCONTRACTING

It is the general policy of the District to continue to utilize its employees to perform work they are qualified to perform. The District maintains a qualified right to subcontract work. The District cannot dispose of existing equipment and materials which would prevent the employees from performing work that, as of the execution of this contract, they are able to perform.

Additionally, the District may not subcontract work that would result in the layoff, discharge or a reduction in the 40-hour workweek of any non-probationary bargaining unit employees. In the event the District wished to subcontract bargaining unit work, the District will notify the Union and offer the Union an opportunity to bargain over the subcontracting decision at least forty-five (45) days before the District intends to enter into the subcontract. The District shall bargain in good faith with the Union to a resolution. In the event the parties are unable to resolve the issue through bargaining, the parties shall submit the subcontracting issue to an arbitrator who shall decide whether the subcontracting of work would result in the layoff, discharge or reduction in 40 weekly hours of any non-probationary bargaining unit employees. The District may only

subcontract bargaining unit work if the District can demonstrate by a preponderance of the evidence to an arbitrator that the subcontracting will not result in the loss of any bargaining unit jobs through layoff or discharge or the reduction in the 40-hour work week.

ARTICLE XIII

NON-DISCRIMINATION:

SECTION 13.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-marit factors. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

SECTION 13.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration and may be processed through other competent jurisdictions.

ARTICLE XIV

NO STRIKE/NO LOCKOUT

SECTION 14.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike.

SECTION 14.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

ARTICLE XV

FILLING OF VACANCIES

SECTION 15.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 15.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, the Employer will fill those vacancies by employing the most senior employee who meets the qualifications for the position, or could become qualified with a reasonable period of training.

ARTICLE XVI

HEALTH INSURANCE

The District shall provide full-time employees and their dependents group health, dental and vision insurance and benefits. Employees shall be responsible for no more than ten percent (10%) of the premium costs for this coverage. The District shall reserve the right to change insurance carriers, or to self-insure, for the provision of health care benefits, so long as the new coverage, benefits and costs are substantially similar to those provided at the time of execution of

this Contract. A copy of the current Summary Plan Description is attached hereto as Appendix B.

ARTICLE XVII

The District shall provide life insurance coverage for every full-time employee as provided for in Appendix C. The District shall contribute one hundred percent (100%) of the total cost for this Basic Life Insurance benefit.

ARTICLE XVIII

WAGES RATES

SECTION 18.1: COST-OF-LIVING INCREASES

During the term of this contract, current employees who are employed on the date that this contract is executed shall receive the following percentage cost-of-living increases to their respective straight-time hourly rates of base pay:

| Date | Percentage increase |
|----------|---------------------|
| 1/1/2018 | 1.5% |
| 1/1/2019 | 1.5% |
| 1/1/2020 | 1.5% |
| 1/1/2021 | 1.5% |
| 1/1/2022 | 2.0% |

Employees hired after the execution date of this Agreement will receive an hourly rate of pay of twenty dollars (\$20.00) per hour, with subsequent annual cost-of-living percentage increases consistent with the above chart.

SECTION 18.2: WAGE INCREASES

In addition to the cost-of-living increases addressed herein, every full-time employee who has not reached the highest rate of pay at the time of execution of this contract (hereinafter "Highest Rate of Pay"), currently \$33.00 per hour, shall receive a wage increase of \$0.25 per hour, per quarter on January 1, March 1, June 1 and September 1 until he/she reaches the Highest Rate of Pay.

SECTION 18.3: FOREMAN

The Highway Commissioner shall appoint no less than one Foreman. To qualify for appointment to Foreman, an Employee must be a full-time employee with a minimum of five (5) years' service / seniority on the District's seniority list. The Foreman shall receive an additional two dollars (\$2.00) per hour above the Highest Rate of Pay. Nothing in this Agreement will result in a reduction in a current Foreman's straight-time hourly rate of pay

ARTICLE XIX

SAVINGS CLAUSE

If any provision 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 parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate renegotiation.

ARTICLE XX

TERMINATION

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until April 30, 2022. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless mutually agreed.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, AFL-CIO

ALGONQUIN TOWNSHIP ROAD DISTRICT

James M. Sweeney

President/Business Manager

Robert J. Mille

Highway Commissioner

Richard Fahy

Business Representative

APPENDIX A

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE

The United States and Illinois Department of Transportation (DOT) have passed laws which require the Road District to test its drivers for the use of drugs and alcohol. The laws are intended to prevent accidents and injuries caused by the misuse of drugs and alcohol by drivers who hold a Commercial Driver's License. All operators of vehicles employed by local governments required to hold a Commercial Driver's License (CDL) (sometimes referred to as employees performing safety sensitive functions or duties) are, therefore, subject to random drug and alcohol testing by approved Substance Abuse Professionals ("SAPs").

In recognition of the fact that drug and alcohol use by workers in the transportation industry adversely affects the safety and productivity of drivers and other employees, and jeopardizes the safety and well-being of the general public, the Road District has adopted this policy to comply with the U.S. and Illinois Department of Transportation regulations and to enhance the safety of its employees and the general public.

With regard to drug and alcohol testing, the Road District intends to fully comply with all DOT rules and regulations as well as with any other state or federal rules and regulations on drug and alcohol testing. The Road District further intends that if any of the regulations are arounded, this Policy shall be deemed to have been amended automatically at that time, without the need for redrafting.

This Policy applies to Road District employees who are required to possess a valid CDL and who are or may be required to perform safety sensitive functions (referred to interchangeably herein as "driver", "CDL driver", "safety sensitive employees" and "employees performing safety sensitive functions"). The Road District will not knowingly permit any employee who is under the influence of drugs or alcohol to continue to perform job duties. Any questions about this Drug and Alcohol Testing Policy and Procedure should be directed to the Highway Commissioner at the Road District offices.

OVERVIEW

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GENERAL INFORMATION ABOUT DRUG AND ALCOHOL ABUSE

Drug and alcohol abuse can have a devastating impact on an individual's work, health and personal life. A person who is abusing drugs and/or alcohol may neglect his responsibilities at work or at home or engage in risky behavior. A person under the use of drugs or alcohol may experience algorificant personality changes, including become depressed, more aggressive or more initiable. The abuse of drugs and alcohol can cause a person to suffer from blackouts or an inability to focus. Drug and alcohol abuse has long term health consequences, including such health risks as loss of liver function, anemia and other blood disorders and heart failure. An employee who is operating a motor vehicle or performing a safety sensitive function while under the influence of drugs or alcohol poses a danger to himself or others.

The signs and symptoms of drug and alcohol abuse are varied.

GENERAL INFORMATION ABOUT THE ROAD DISTRICT'S DRUG AND ALCOHOL.

The Road District currently uses the Mercy Woodstock Medical Center, Occupational Medicine Center, 200 Lake Avenue, Woodstock, Illinois 60098 for National Institute on Drug Abuse ("NIDA") or DOT Drug Screen and Alcohol Byaluations. The provider is selected at the Highway Commissioner's discretion and is subject to change.

L DRUG TESTING

Drug tests are conducted using urine specimens, which will be analyzed for the following drugs or drug metabolites as well as any other drugs or drug metabolites for which the DOT may require testing:

Marijuana metabolites/THC; Cocaine metabolites;

Phencyclidine (PCP);

Amphetamines, Methamphetamine, and Methylenedioxymethamphetamine (MDMA); and Opiate metabolites (Codeine, Morphine, and Heroin).

All drug tests will be conducted in compliance with NIDA and DOT rules and regulations using testing procedures established by the Department of Health and Human Services.

The urine specimen will be divided into two split samples. The first sample will be tested for drugs; if the sample tests positive, the employee will be notified and will have 72 hours to request that the second sample be tested by a different laboratory.

The DOT requires drug testing in the following instances:

A. Pre-employment

All driver applicants who the Road District intends to hire for a safety sensitive position must submit to and pass a drug test as required by U.S. or Illinois Department of Transportation regulations as a condition of employment. This includes Road District employees who will be performing a safety sensitive position for the first time. The drug testing will be performed as a post-offer condition of employment.

Consistent with DOT Regulations, before the Road District hires someone for a safety sensitive position or uses an employee to perform a safety sensitive position for the first time, the Road District will also obtain and review the individual's DOT drug testing history for the lest time years. The Road District will obtain written consent from the applicant before obtaining the drug testing history.

Drug and Alcohol Testing Policy and Procedure Page 2 of 7

B. Random

All Road District drivers required to hold a Commercial Drivers License ("CDL") will be subject to random, unannounced drug testing. Random drug testing can be performed any time an employee is notified. Once an employee is notified that he has been selected for random drug testing, he must immediately report to the collection site to provide a urine sample. Random drug testing will be performed in compliance with all federal, state and local regulations.

C. Reasonable Cause or Reasonable Suspicion

If the Road District has reasonable cause or reasonable suspicion to believe that a driver is under the influence of drugs, the Road District may require the driver to submit to a drug test. The Road District will immediately transport the driver to a collection site for submission of a union sample.

"Reasonable cause" or "reasonable suspicion" means that the Road District believes or suspects that the driver's current appearance, behavior, speech, and smell are indicative of the use of drugs. The conduct of the driver must be witnessed by only one employee or officer of the Road District. The witness or witnesses must have received training in the identification of actions, appearance, or conduct which are indicators of probable drug use. The witness or witnesses must make a written statement of their observations within twenty-four (24) hours of the observed behavior, or before the results of the drug test are released, whichever is carlier.

D. Pest-Accident

All CDL drivers who are involved in an accident where there is a fatality or where the driver is cited for a moving violation and either the vehicle is towed or someone is medically evacuated from the accident scene are subject to post-accident drug testing.

The drug test shall be performed as soon as possible after the accident but not later than thirty-two (32) hours after the accident. The employee must be available for the test. Any delay in completing the test will be considered a refusal to submit and will be considered a positive test result. An employee who does not make himself available for the test within the appropriate time frame will be removed from performing safety sensitive functions and will be subject to termination.

A driver who is seriously injured and cannot provide a urino specimen at the time of the accident shall provide the Road District with the necessary authorizations for obtaining hospital reports and other documents that would indicate whether there were any drugs in his or her system. Any driver who refuses or fails to submit such authorization will be immediately terminated.

If the testing cannot be completed within the required time frame, the Road District will document the reasons that the testing could not be completed. The written record will be kept in the file.

E. Upon Return to Duty

The Road District is not obligated to rehire or reinstate to a safety sensitive position any employee who violates Road District policy on drug use. If the Road District chooses to rehire

Drug and Alcohol Testing Policy and Procedure Page 3 of 7 or reinstate an employee, the employee will be required to pass a drug test before being permitted to return to work.

In addition, the employee must complete any return to duty requirements established by a Substance Abuse Professional ("SAP").

An employee who refuses to take or does not pass a roturn to duty drug test will be found unqualified to perform a safety sensitive function and will be subject to termination.

F. Follow Up

The Road District is not obligated to rehire or reinstate to a safety sensitive position any employee who violates Road District policy on drug use. If the Road District chooses to rehire or reinstate an employee, the employee will be required to submit to unannounced follow up testing in compliance with DOT regulations. DOT requires at least six (6) directly observed follow up tests in the first twelve (12) months after an employee is rehired or reinstated to a safety sensitive position. Follow up testing may be conducted for as long as 60 months after the employee returns to duty.

An employee who tests positive on a follow up test will be removed from performing safety sensitive functions and will be subject to termination.

G. Refusals to Test

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A refusal to test includes, but is not limited to, the followings

- *Failure to appear at a urine collection site when scheduled to report
- Failure to remain at the urine collection site until the testing process is complete
- *Pailure to provide a urine sample
- ·Failure to permit a monitored or observed urine collection
- Pailure to provide a sufficient amount of urine without a valid medical explanation
- Failure to take an additional drug test as directed
- ·Failure to undergo a medical examination as directed
- «Railure to cooperate with the urine collection process
- ·Any other conduct that interferes with the testing process

If a Road District employee refuses a drug test, he will be immediately removed from his safety sensitive position and will be given a list of qualified SAPs. No employee who has refused a test will be allowed to perform a safety sensitive function until he has successfully completed the SAP return to duty requirements.

Employees who refuse a test are also subject to other disciplinary action, up to and including termination.

Drug and Alcohol Testing Policy and Procedure
Page 4 of 7

II. WHEN ALCOHOL TESTING IS REQUIRED

Performance of safety-sensitive functions is prohibited under the following aircumstances:

While using alcohol;

While having a breath alcohol concentration of 0.04 percent or greater as indicated by an alcohol breath test; and

Within four hours after using alcohol.

All alcohol tests will be conducted in compliance with DOT rules and regulations using testing procedures established by the Department of Health and Human Services. All DOT alcohol screening tests are conducted using either breath or saliva. DOT alcohol confirmation tests will be conducted using Evidential Breath Testing Devices (EBTs) that only analyze breath.

A. Pre-Employment

The Road District does not conduct pre-employment alcohol tests.

Consistent with DOT Regulations, before the Road District hires someone for a safety sensitive position or uses an employee to perform a safety sensitive position for the first time, the Road District will obtain and review the individual's DOT alcohol testing history for the last three years.

The Road District will obtain written consent from the applicant before obtaining the alcohol testing history.

B. Raudom

All drivers required to hold a Commercial Drivers License (CDL) will be subject to random alcohol testing. Random testing will be performed just before, during, or just after performance of safety-sensitive functions.

C. Reasonable Suspicion

If the Road District has reasonable suspicion to believe that a driver is under the influence of alcohol, the Road District may require the driver to submit to a breath or saliva test. The Road District will immediately transport the driver to a collection site for submission of a breath or saliva sample.

"Reasonable cause" or "reasonable suspicion" means that the Road District believes or suspects that the driver's current appearance, behavior, speech, and smell are indicative of the use of alcohol. The conduct of the driver must be witnessed by only one employee or officer of the Road District. The witness or witnesses must have received training in the identification of actions, appearance, or conduct which are indicators of probable alcohol use. The witness or witnesses must make a written statement of their observations within twenty-four (24) hours of the observed behavior, or before the results of the alcohol test are released, whichever is earlier.

Drug and Alcohol Testing Policy and Procedure Page 5 of 7

D. Post-Accident

All CDL drivers who are involved in an accident where there is a fatality or where the driver is cited for a moving violation and either the vehicle is towed or someone is medically evacuated from the accident scene are subject to post-accident alcohol testing.

The alcohol test must be performed within two hours of the accident and cannot exceed 8 hours from the time of the accident. The employee must be available for the test. Any delay in completing the test will be considered a refusal to submit and will be considered a positive test result. An employee who does not make himself available for the test within the appropriate time frame will be removed from performing safety sensitive functions and will be subject to termination.

A driver who is seriously injured and cannot provide a specimen at the time of the accident shall provide the Road District with the necessary authorizations for obtaining hospital reports and other documents that would indicate whether there was any alcohol in his or her system. Any driver who refuses or falls to submit such authorization will be immediately terminated,

If the testing cannot be completed within the required time frame, the Road District will document the reasons that the testing could not be completed. The written record will be kept in the file.

E. Upon Return to Duty

The Road District is not obligated to rehire or reinstate to a safety sensitive position any employee who violates Road District policy on alcohol use. If the Road District chooses to rehire or reinstate an employee, the employee will be required to pass an alcohol test before being permitted to return to work.

In addition, the employee must complete any SAP return to duty requirements,

An employee who refuses to take or does not pass a return to duty alcohol test will be found unqualified to perform a safety sensitive function and will be subject to termination.

F. Follow Up

The Road District is not obligated to rehire or reinstate to a safety sensitive position any employee who violates Road District policy on alcohol use. If the Road District chooses to rehire or reinstate an employee, the employee will be required to submit to unannounced follow up testing in compliance with DOT regulations. DOT requires at least six (6) directly observed follow up tests in the first twelve (12) months after an employee is rehired or reinstated to a safety sensitive position. Follow up testing may be conducted for as long as 60 months after the employee returns to duty.

An employee who tests positive on a follow up test will be removed from performing safety sensitive functions and will be subject to termination.

Drug and Alcohol Testing Policy and Procedure
Page 6 of 7

G. Refuszls to Test

If a Road District employee refuses an alcohol test, he will be immediately removed from his safety sensitive position and will be given a list of qualified SAPs. No employee who has refused a test will be allowed to perform a safety sensitive function until he has successfully completed the SAP return to duty requirements.

Employees who refuse a test are also subject to other disciplinary action, up to and including termination.

A refusal to test includes, but is not limited to, the following:

- •Failure to appear at an alcohol test site when scheduled to report
- "Pailure to remain at the alcohol test site until the testing process is complete
- Pailure to provide an adequate arount of saliva or breath without a valid medical explanation
- *Failure to take an additional test as directed
- ·Failure to undergo a medical examination as directed
- ·Pailure to cooperate with the process
- ·Any other conduct that interferes with the testing process.

III. RECORDS

All records shall be retained as required by federal and state regulations,,

IV. COMMERCIAL DRIVER'S LICENSE

All employees who are required to hold a CDL are required to comply with all regulations imposed by the United States and Illinois Departments of Transportation with regard to drug and alcohol use. Employees must notify the Highway Commissioner of any suspension, disqualification, revocation, or cancellation of their CDL within one working day of the notification of the change in CDL status. An employee who fails to promptly notify the Highway Commissioner is subject to disciplinary action, up to and including termination.

APPENDIX B

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Summary of Benefits and Coverage: What this Plan Covers & What it Costs P500PPO Blue PPO Platimum SM 019

Coverage Period: 01/01/2016 - 12/31/2016 Coverage for: Individual/Family | Plan Type: PPO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at wave beginning interabet/policy-forms.) or by calling 1-800-541-2768.

| Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about exclinited services. | Ves. | doesn't cover? |
|---|---|--|
| | 206 1 need a referral to see a No. You don't need a referral to | Specialisti |
| If you use an in-nerwork doctor or other health care provided, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospitel may use an 1-800-541-2768 for a list of out-of-network provider for some services. Plans tase the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of considers. | Yes, See myent-behall-com or of 1-810-541-2763 for a list of l'articipating providers. | Does this plan use a network of providen? |
| Exemiums, balance-billed charges, and health care this plan doesn't. Even though you pay these expenses, they don't count noward the out-of-pocket limit. | Premiums, balance-billed changes, and health care this plan doesn't cover. | What is not included in the gus-of-pocket limit? |
| The gut-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. | Yes, individual: Participating \$1,250 Non-Participating \$2,590 Family: Participating \$3,750 Non-Participating \$7,560 | Is there an onredipocker limit on my expenses? |
| You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers. | No. | Are there other deductibles for specific services? |
| You want pay all the costs up to the <u>declinetible</u> amount before this plan begins to pay for covered services powned. Check your policy or plan document to see when the <u>declinetible</u> starts over (assally, but oot always, January 1st), See the chart starting on page 2 for how—much you pay for covered services after you meet the <u>declinetible</u> . | Individual: Participating \$250 Non-Participating \$500 Family: Participating \$750 Non-Participating \$1,500 Non-Participating \$1,500 Doesn't apply to certain pure vertity of certain | What is the overall deductible? |

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• Consumence is your share of the costs of a covered service, extracted as a percent of the althought amount for the service. For example, if the health plants althought amount for the service. For example, if the health met your declaratible.

This may change if you haven't construct your declaratible.

The amount the plan gays for covened services is based on the <u>allowed amount</u>. If so our-of-network provides charges more than the <u>allowed</u> amount, you may have to pay the difference. For example, if an our-of-network hospital charges \$4,500 for an overnight say and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called <u>ballance hilling</u>.)

The plan may encourage you to use Participating providers by charging you lower deductibles, superments, and coinsurance amounts.

| | Hypm have a regi | | | | Hyponities a familia case provided to the control of the control o | Common Medical Everi |
|---------------------------------|-------------------------------------|--|--|------------------|--|--|
| Emaging (CT/PET scans, MRLs) | Diagnostic test (x-ray, blood work) | Preventive cure/screening/innumization | Other practitioner office wisit \$45 copsyment/visit | Specialist visit | Printary care visit to near an injury or illness | Survices You May Need |
| 20% соіпящапсе | 20% coinsurance | No Charge | | ŀ | \$25 ००० मानास्या वर्षाः | Nour cost liven use n Participating Provider |
| 40% coinsurance | 40% coinsurance | 40% coinsurance | 40% coinsurance | 40% coinsucance | 40% coinsurance | Voirreise if two users Naire Farricipating Emvider |
| nong | | Constitution (material constitution) material constitution (material constitution) material constitution (| Acupuncture not covered. Chiropeacite and Osteopathic Manipulation are limited to 25 visits not calendar way. | 7,0000 | No benefits will be provided for services which are not, in the reasonable judgment of Bine Cross and Blue Shield, medically necessary. | Hanifations & Exceptions |

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| 15.6以下,我们是没有对象的人,我们就是这种的人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们就是一个人,我们 | Formulary generic drugs prescription\$0 home \$5 copayment plus \$0% coinsurance | Non-formulary generic drugs prescription\$30 home \$15 copayment plus 50% delivery | [14] 14 14 14 14 14 14 14 14 14 14 14 14 14 | Formulary generic drugs Non-formulary brand drugs Formulary brand drugs Non-formulary brand drugs Non-formulary brand drugs Non-formulary brand drugs Specialty drugs Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees Emergency medical transportation Ungent care Facility fee (e.g., hospital rooom) Physician/surgeon fee | N S N N N N N N N N N N N N N N N N N N | | Certain women's preventive services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service. Specialty retail limited to a 30 day supply. For Non-Participating drug provider, you are responsible fo 50% of the eligible amount after the copayment. Non-Participating home delivery is not covered. Payment of the difference between the cost of a brand name drug and a gracuic may also be required if a generic dang is available. Abortions not covered, except where a pregnancy is the result of rape or incest, or for a pregnancy which, as certified by a physician, places the woman in danger of death unless an abortion is performed. Copayment waived if admitted. Copayment waived if admitted. Copayment services: Participating (Fut), member may be balance billed if preauthorization not received within 15 days prior. Non-Participating (Non-Pac), \$500 penalty if not premuthorized 2 business days prior. |
|---|--|--|--|--|--|---|---|
| Fontulary generic drugs prescription \$0 hoose delivery \$5 copayment plus 50% coincurance delivery \$10/\$15 copayment/ \$10/\$15 copayment/ \$15 copayment/ \$15 copayment/ \$15 copayment plus 50% \$10/\$15 copayment/ \$15 copayment plus 50% coincurance delivery | \$10/\$15 copayment/ Non-formulary genetic drugs prescription\$30 home coinsurance delivery | | | Formulary brand drugs | | | For Non-Participating are responsible to 50% amount after the cops |
| Formulary generic drugs prescription\$0 home coinsurance \$10/\$15 copayment/plus 50% \$10/\$15 copayment/prescription\$30 home coinsurance delivery \$15 copayment plus 50% \$15 copayment plus 50% \$15 copayment plus 50% \$25 copayment plus 50% | Non-formulary genetic drugs prescription\$30 home \$15 copayment plus 50% delivery \$35/\$45 copayment/ prescription\$105 home coinsurance \$45 copayment plus 50% delivery delivery | \$35/\$45 copayment/ Formulary brand drugs prescription\$105 home coinsurance | | Non-formulary brand drugs | \$75/\$85 copayment/ prescription\$225 home delivery | 385 сораушент plus 50% сойняшимсе | Non-Participating hose covered. Payment of the cost of a brand nationary also be required in |
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| received within 15 days prior. Non-Par, \$500 penalty if not presuthorized 2 business days prior. One visit per year. Reimbursed up to \$30 out-of-network. See benefit booklet for perversk details. One pair of glasses per year. Reimbursed up to \$45 out-of-networks. See benefit booklet for network details. | S500 penalty if not preauthorized 2 busing days prior. Non-Par, days prior. Care visit per year. Reimbursed up to \$30 out-of-network. See benefit booklet for pressvork details. | received within 15 days prior. Non-Par, \$500 penalty if not preauthorized 2 business days prior. | . 200 | | | | | on use a Januaria Emitalians & Exceptions ar Lipation Services: Par, member may be | |

Excluded Services & Other Covered Services:

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 of rape or incest, or for a pregnancy which, as ... Non-emergency care when traveling outside the ... Weight loss programs curified by a physician, places the woman in ... U.S.
 danger of death unless an abortion is performed) Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

Acupuncture
 Dental care (Adult)

| Other Covered Services (This isn't a complete h | Other Covered Services (This inn't a complete list, Chiefel joint policy or plan deciment for other covered services and your coars for these services.) | record services and more mass for these seeds a |
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| and salata co os nement of | chitate or bone anchored) | inpatient private dary nursing) |
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Your Rights to Continue Coverage:

If you lose towerage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premittin, which may be significantly higher than the premittin you pay while covered under the plan. Other limitations on your nights to commune coverage may also apply.

Services at 1-877-267-2323 x61565 or <u>source colorens gov</u>. For more information on your rights to confine coverage, conmet the plac at 1-800-541-2768. You may also contact your state insurance department, the US. Department of Labor, Employee Benefits Security Administration at 1-856-444-3272 or newestaligon/sakes, or the US. Department of Earlish and Homas

Your Grievance and Appeals Rights:

If you have a complaint or are dissatistied with a deatal of coverage for claims under your plan, you may be able to appead or file a griegance. For constitution were fights, this notice, or assistance, you can connect Blue Cross and Blue Shield of Illianis at 1-800-541-2763 or visit arms.behil.com, or connect the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit arms.behil.com/behil.com/ Additionally, a consumer assistance program can help you file your appeal. Comput the Illinois Department of Insurance at (377) 527-9431 or visit Does this Coverage Provide Minimum Essential Coverage? interal lieuwasse illimois gov.

minimum essental coverage. The Affordable Case Act requires most people to have beath care coverage that qualifies as "minimum essential coverage." This plan or policy doce provide

Does this Coverage Meet the Minimum Value Standard?

health coverage <u>does meet</u> the minimum value arandard for the bracets it provides. The Affordable Care Act establishes a subliman value standard of benefits of a health plan. The minimum value standard is 60% (actuatia) value). This

Language Access Services:

Tagalog (Tagalog); Kung kallangan ninyo ang tulong sa Tagalog tumawag sa 1-800-541-2768 Spanish (Español): Para obuner assuncia en Español, llame el 1-800-541-2768.

Chinase (中女): 档味醇原中女的鼎物、油物打弦个鸟吗 1-800-541-2768.

Navajo (Dine): Dinek chgo shika atohwol aminingo, kwijigo hoine! 1-800-541-2768.

To see examples of bear this plan might town easts for a sample needeal situation, we the next page.

About These Coverage Examples:

These examples show how this plan might cown medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they at covered under different plans.



cost estimator.

Don't use these examples to estimate your actual costs under the plan. The secret care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important beforesides,

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| | Routine obstetne care \$2,100 | j, 1 |
| | Hospital charges (baby) \$500 | 120 |
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Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- · Costs don't include preminina,
- Sample care costs are based on national sverages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan. The particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.

 There are no other medical expenses for any
- member covered under this plan.

 Out-of-pocker expenses are based only on treatment the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from our-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each nearment sinusion, the Coverage Example subsystyon see how defluctibles, substances, and configurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment inn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

*No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how sectious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

*No. Coverage Bramples are got cost estimators. You con't use the cramples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your purpridess change, and the reimbursement your health plan ellows.

Can I use Coverage Examples to compare plans?

W Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

dire there other companing plans?

Yes. An important cost is the premium, the pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coincurance. You should also consider contabutions to accounts such as health savings accounts (FSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

APPENDIX C

"How much does this coverage cost?"

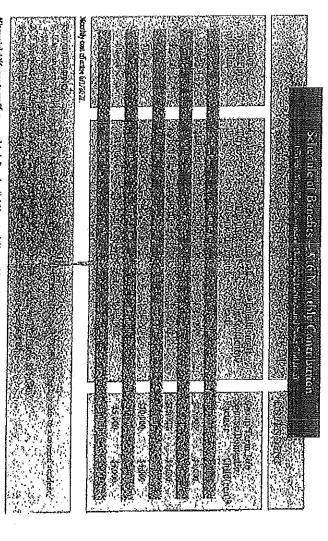
Coverage is available at a lower group cost strough the purchasing power of the National Conference on Public Employee Regiment Systems. Every member, regardless of age, pays the same cost—just \$16 a month. Your cost does not increase with your age. The plan pays a maximum benefit amount in your younger years and a gradually decreasing benefit amount in your grants amount in your grants.

"What are the advantages of this insurance?"

- Guarantoed Acceptance no health questions asked.
- 24/7 Coverage
- on or off the job.
- *Affordable—
- \$16 a month regardless of your age.

 Easy Payment—

 by automatic payroll deductions.



*Unamacied children up to uge 26 are encued, including adapted children, stopchildren, and feater children who depend on you for support. Dependents in nellessy service are not eligible.

For your convenience, payment is made by payroll deduction. Please send no money.

Algonquin Township Road District - Current Wages Effective Upon

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| | Forest River Evo T2 | | Forest River Wildwood 26 | Keystone Passport Elite 281 | Jayco Jay Feather XX | Keystone Hideout Lux 31F | Kz Spree S31 | Keystone Springdale LE 27 | Forest River Flagstaff 29F | Jayco Whitehawk 25 | Forest River Micro Lite 258 | Forest River Rockwood Mini Lite 25 | Grand Design Image 315 | Spree 322 | Spree Connect C32 | Keystone Hideout 27 | Dutchmen Aspen Trail 279 | Dutchmen Aspen Trail 289 | Forest River Cherokee 26 | Coachmen Freedom Express Liberty 292B | Palamino Puma 28F | Dutchmen Aspen Trail 275 | Grey Wolf (Forest River) 27 | Forest River Cherokee 274 | Coachmen Freedom Express UL 2921 | Jayco Jay Flight SLX 2848 | Grey Wolf (Forest River) 261 | Grand Design Image 280 | Highland Ridge Open Range UL UT28 | Keystone Passport Elite 292 | Keystone Passport Elite 267 | Manufacturer Mo |
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| | T2700 | T2550 | 26TBSS | 2810BH | X23B | 31RBDS | S312BHK | 270LE | 29FBWS | 25BHS | 25BRDS | 25098 | 3150BH | 322BHS | C322BHS | 27DBS | 2790BHS | 2890BHS | 264CK | 292BHDSLE | 28FQDB | 2750BHS | 27DBS | 274D8H | 292BHDS | 284BHSW | 26DBH | 2800BH | UT2802BH | 2920BH | 2670BH | Model |
| | 9980 | 7750 | 7777 | 7200 | 4950 | 9720 | 8300 | 9520 | 8434 | 7250 | 6885 | 6660 | 8995 | 8300 | 8300 | 7865 | 9680 | 9846 | 7885 | 7600 | 8000 | 9680 | 7710 | 7732 | 7600 | 7500 | 7725 | 7495 | 7450 | 7200 | 6960 | GVWR E |
| | 6224 | 5916 | 5730 | 5165 | 3905 | 7867 | 7150 | 6975 | 6968 | 5860 | 5266 | 5074 | 7425 | 7150 | 6910 | 6575 | 6497 | 6482 | 6455 | 6384 | 6370 | 6288 | 6282 | 6243 | 6098 | 6035 | 5795 | 5785 | 5765 | 5443 | 5085 | Dry Weight Carry Capacity |
| () | 3356 | 1922 | 2047 | 2035 | 1045 | 1853 | 1150 | 2545 | 1466 | 1390 | 1619 | 1586 | 1570 | 1150 | 1390 | 1290 | 3183 | 3364 | 1430 | 1216 | 1630 | 3392 | 1428 | 1489 | 1502 | 1465 | 1930 | 1710 | 1685 | 1757 | 1875 | |
| | 656 | 838 | 815 | 565 | 365 | 920 | 720 | 720 | 834 | 690 | 583 | 660 | 778 | 720 | 730 | 865 | 650 | 778 | 885 | 747 | 664 | 669 | 710 | 732 | 740 | 710 | 725 | 575 | 580 | 625 | 626 | Hitch |
| | 32 | 28.9 | 28.8 | 31.1 | 24.5 | 35.8 | 35.6 | 32.5 | 33.9 | 29.5 | 25.9 | 25.9 | 35.11 | 35.8 | 35.6 | 31.6 | 31.11 | 32.11 | 32 | 33.5 | 33 | 31.4 | 32.2 | 31.8 | 33.5 | 33.5 | 31.7 | 32 | 31.9 | 32.1 | 30.6 | Length |
| | <u>ц</u> | 11 | 11.2 | 10.9 | 9.9 | 11.2 | 11.2 | 11.3 | 11.2 | 10.9 | 10.11 | 10.9 | 11.2 | 11.2 | 10.11 | 11 | 11.4 | 11.2 | 11.1` | 10.7 | 11.1 | 11.4 | 10.6 | 11.1 | 10.9 | 11 | 10.6 | 10.11 | 10.11 | 10.9 | 10.8 | Height |
| | ~ | ~ | ~ | ~ | ~ | | | | | z | z | z | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | Sofa |
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| | z | z | z | z | Z | < | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | ~ | OD Kitche |
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| Keystone Cougar Keystone Coleman Keystone Bullet X-Lite | Jayco Jay Flight SLX Cougar Rockwood Ultra Lite Forest River Wildwood | Jayco Whitehawk Palamino Solare Jayco Jay Flight Forest River Rockwood Roo | Jayco Whitehawk Palamino Puma XLE Lite Jayco Jay Flight | Keystone Bullet (2017) Keystone Bullet Palamino Puma XLE Lite | Rockwood Ultra Lite Palamino Solare Keystone Premier Keystone Premier Heartland Sundance VIT | Dutchmen Aerolite Jayco Jay Flight SLX Keystone Summerland Forest River Wildwood Keystone Hideout Keystone Springdale |
|--|---|--|---|---|--|---|
| 28RBKWE 31BKPR 314BH 33RBI | 2678HSW 28RDS 2702WS | 28DHKS 312TSQBH 29BHDS | 28DSBH 28DSBC 27BHS | 2778HS 2778BS 287QBS 27RBQC | 2905WS 269BHDSK 31BHPR 31BHPR | 282DBHS 242BHSW 2670BH 28DBUD 28BHS 282BH |
| 9915 8680 9600 | | 8500 K 8805 9750 | | | | 7600 7000 7645 7689 9695 9569 |
| 6560 6750 7400 7560 | 5425 5425 6115 6477 | 6675 7065 7250 | 6115 6199 6335 | 5450 5470 5734 5933 | 6968 5330 6457 6750 | 6452 5390 5827 6140 6817 6928 |
| 2240 2165 2280 1940 | 1575 2085 1433 | 1825 911 2500 | 1385 1601 1915 | 2240 2085 1866 1754 | 1466 2636 1543 1250 | 1148 1610 1818 1549 2878 |
| 810 850 773 1025 | 635 895 870 | 765 805 695 | 680 648 605 | 555 730 687 | 834 990 795 820 | 903 605 645 772 895 |
| 32.6 35.11 34.9 36 | 30.2 32.2 32.5 | 32.11 35.1 34.1 | 32.9 32.2 31.8 | 31.11 31.7 32.1 33 | 33.9 32.2 35.4 35.8 | 33 29.2 28.11 28.6 32.3 |
| 11.1 11.4 8 11.4 | 10.8 11.1 11.4 10.2 | 10.9 11.1 11.3 | 10.9 10.9 11.2 | 10.11 10.8 10.7 11.1 | 10.2 11.1 10.11 10.11 | 11.1 10.6 10.11 11.2 11 |
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