

FINANCE COMMITTEE AGENDA

Called by: John Butitta, Chairman
Members: Jean Crosby, Joe
Hoffman, Keith McDonald, Jaime
Salgado, John F. Sweeney,
Michael Thompson

DATE: THURSDAY, FEBRUARY 2, 2023
TIME: IMMEDIATELY FOLLOWING
OPERATIONS & ADMINISTRATIVE
COMMITTEE
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 17, 2022 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Discussion Item Workman’s Compensation Review by Deb Crozier (with attachments)
- F. An Ordinance Providing for the Payment of Certain Outstanding Bonds of the County of Winnebago, Illinois, and Authorizing and Directing the Execution of an Escrow Agreement in Connection Therewith
- G. Ordinance for Approval of Budget Amendment for the Circuit Clerk
- H. An Ordinance for Approval of a Budget Adjustment for the Sheriff’s Office
- I. Closed Session to Discuss Labor Negotiations
- J. Resolution Authorizing Execution of a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473
- K. Resolution Authorizing Execution of a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council Representing Deputies in the Office of the Winnebago County Sheriff

L. Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of The County of Winnebago, Illinois

M. Other Matters

N. Adjournment

**Winnebago County Board
Finance Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, November 17, 2022
Immediately Following Operations and Administrative Committee

Present:

Jaime Salgado, **Chairman**
Steve Schultz
John Butitta
Paul Arena
Joe Hoffman
Jean Crosby
Keith McDonald

Others Present:

Patrick Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Lafakeria Vaughn, State's Attorney's Office
Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
Ann Johns, Purchasing Director
Paul Carpenter, States Attorney Office
Shawn Franks, Facilities

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Discussion Item – ARP Phase 4 (David J. Rickert)
- F. Discussion Item – Capital Investment Plan 2023 (David J. Rickert)
- G. Resolution Accepting Grant Agreement Between River Bluff Nursing Home and Illinois Department of Healthcare and Family Services
- H. Ordinance to Amend Budget for HFS Grant Award Received by River Bluff
- I. Resolution Approving Nurse Call System Lights for River Bluff Nursing Home
- J. Resolution to Establish Public Safety Sales Tax Policy
- K. Resolution Approving Sidewalk Patching for Courthouse and Public Safety Building
- L. Closed Session to Discuss Pending Litigation
- M. Resolution Authorizing Settlement of a Claim against the County of Winnebago Entitled Timothy Coomer versus Winnebago County
- N. Other Matters
- O. Adjournment

Chairman Salgado called the meeting to order at 6:27 PM.

Roll Call

Chairman Salgado yes, Mr. Schultz yes, Mr. Arena yes, Mr. Butitta yes, Mr. Hoffman yes, Ms. Crosby yes, Mr. McDonald yes.

Approval of Minutes

None.

Public Comment

Chairman Salgado omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Closed Session to Discuss Pending Litigation

Moved: Mr. Hoffman Second: Mr. Butitta.

Roll Call: Chairman Salgado yes, Mr. Schultz yes, Mr. Butitta yes, Mr. Arena yes, Mr. Hoffman yes, Ms. Crosby yes, Mr. McDonald yes.

Mr. Salgado – No action was taken in closed session.

Resolution Authorizing Settlement of a Claim against the County of Winnebago Entitled Timothy Coomer versus Winnebago County

Motion: Mr. Schultz, Second: Mr. Hoffman.

Motion passed by unanimous voice vote.

Resolution Accepting Grant Agreement Between River Bluff Nursing Home and Illinois Department of Healthcare and Family Services

Motion: Mr. Schultz, Second: Mr. Hoffman.

The Resolution is a Grant through the State of Illinois for Covid related expenses for River Bluff Nursing Home. There is an accompanying Ordinance to allow the County to amend the budget. The Resolution and the Ordinance are companion items, the Resolution to accept the grant and Ordinance to amend the budget.

- A discussion followed.

Motion passed by unanimous voice vote.

Ordinance to Amend Budget for HFS Grant Award Received by River Bluff

Motion: Mr. Schultz, Second: Mr. Butitta

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Approving Nurse Call System Lights for River Bluff Nursing Home

Motion: Mr. Schultz, Second: Mr. Hoffman.

The Resolution is an ARP funded project. The State of Illinois and the Nurse Call System requires the rooms to have exterior lights tied in to the Nurse Call System.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution to Establish Public Safety Sales Tax Policy

Motion: Mr. Schultz, Second: Mr. Hoffman.

The Public Safety Sales Tax policy was reviewed with committee members. The original County Board Resolution stated the referendum was needed and cited the basis for it was to raise sufficient funds to fund the recommendation of the 15 Step Action plan. The committee

was directed to the 15 Step Action plan. Additional documentation included in the packet was shared with the committee describing the 3 Part Plan, the County Criminal Justice System (Jail, Courthouse and Resource Intervention Center). It was recognized that a Sales Tax Policy alone would not be sufficient to support the needs. Additional sources need to be sought.

- A discussion followed.

Motion to table Resolution: Mr. Schultz. Second: Mr. Butitta.

Motion passed by unanimous voice vote.

Resolution Approving Sidewalk Patching for Courthouse and Public Safety Building

Motion: Mr. Schultz. Second: Mr. Hoffman.

The Resolution was referred back to the committee for review.

- A discussion followed.

Motion passed with a majority vote.

Discussion Item – ARP Phase 4 (David J. Rickert)

- An update was given on ARP Phase 4 by Mr. Rickert. One item was added for Northwest Fire Protection District that may be superseded by a request from a group of Fire Protection Districts. After a meeting with New Milford, adjustments were made for the TIFF Water District project. At the request of the committee regarding the Strategic Water Plan, dates were updated on the contract and Regional Planning adjusted their numbers for the project.
- A discussion followed.
- A discussion took place on RAEDC. A representative of RAEDC will be invited to meet with the County if needed. The application will be emailed to representatives.

Discussion Item – Capital Investment Plan 2023 (David J. Rickert)

- Mr. Rickert discussed project requests to the Capital Investment Plan 2023. Project requests will be returned to committee for review and consideration. With the board's permission, Mr. Rickert will formally remove the request for the additional antimicrobial carpet from the list.
- A discussion followed on grant writing.
- The applicants to the CIP for 2023 will be requested to return to give presentations.
- The CIP for 2023 is a first draft for review. They have been divided into two categories, capital requests for the public safety sales and capital requests for the general fund.
- A 5-year Capital Plan is being created in 2023.

Other Matters

None.

Adjournment

Motion: Mr. Schultz. Second: Mr. Hoffman.

Motion to adjourn passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

Winnebago County Training

Highway and Facilities Training

- * Electrical Safety
- * Confined Space
- * Lockout Tagout
- * Haz com
- * Emergency Response
- * Fire Extinguisher
- * Hot Work
- * Bloodborne Pathogens
- * Hand/Portable Power Tools
- * Personal Protective Equipment
- * Hearing Conservation
- * Walking & Working Surfaces
- * Cranes, Hoists, Slings, Chains
- * Fall Protection, Working from Heights
- * Elevated Work Platforms
- * Excavation Awareness-
training for the topics listed above will be provided over the course of eight days with a maximum of three sessions per day
- * Forklift Training

Sheriff's Department Training-Corrections

- * Situational Awareness of Emergency Responders
- * Agitated Choatic Event (Excited Delirium) Response
- * Use of Force
- * Control defensive Tactics
- * Clinical De-escalation
- * Interpersonal Communication in Corrections
- * Security Procedures (Head Counts, Searches, Restraints, Escapes, Hostage Situations)
- * Inmate Suicide Prevention
- * Firearms Safety
- * Prisoner Transport

Sheriff's Department Training-Patrol

Situation Awareness for Emergency Responders
Agitated Choatic Event (Exited Delirium) Responders
Use of Force
Control and Defensive Tactics
Clinical De-escalation
Firearms Safety
Firearms (includes emergency casualty care)
Scenario based training
Defensive driving

Sheriff's Department Training-In service

Crisis Intervention Training
Emergency Medical Response
Firearms safety

Sheriff's Department Training- All Staff

- * CPR/First aid
- ** Also additional training from the academy

Riverbluff Nursing Home

Fire Safety
Ergonomics/Body Mechanics
Blood Borne Pathogens
Infection Prevention (Hand Hygiene, Personal Protective Equipment, Isolation Precautions)
Biohazard safety/needle stick prevention
MSDS (Material Safety Data) and managing chemical spills
Emergency Preparedness (Tornado, Fire, Elopement, Medical Emergency, Active Shooter)
Oxygen Safety
Food Handler

January 26, 2023

Work Comp/Liability Information

1) Number of workman compensation cases outstanding

- ❖ Gallagher Bassett -15 open claims (1987-2021)
 - We settled one claim with open medical (1987)
- ❖ IPRF-29 open Claims (Nov 2021-Jan 2023)

2) Expense history and trends

- ❖ See Gallagher attachment

3) Details on training we do to help mitigate these costs

- ❖ See attachment
- ❖ We have recently been given access to a training platform that we are researching

4) Any other steps the county takes to mitigate these costs

- ❖ See Gallagher attachment

Monthly Administration Fee for work comp (IPRF) is \$13,138.00
IPRF bills us quarterly based on expenses that was paid out. (\$ varies)

Our liability premium (CIRMA) for the year is \$1,312,304.00
43 open/pending liability claims.

January 25, 2023

ATTN:

RE: Winnebago County Workers' Compensation

Current Trends in Workers' Compensation:

- Inflation has driven up the cost of claims. Workers' Compensation claims are long-tailed, so the effect of medical and wage inflation will unfold.
- Workers' Compensation benefits are set by state statute. The indexing of these benefits for inflation will have a direct impact on costs.
- The state of the economy will likely affect Workers' Compensation in additional ways, such as rising payroll costs due to wage inflation.
- While ultimately COVID-19 cases have not had a material impact, we will be monitoring whether loss ratios climb over the longer term.
- Workforce trends remain an open question: Will mental anguish or stress-related claims build momentum and put pressure on the Workers' Compensation claims? As employees start new jobs with less experience, will workplace injury rates grow and add pressure? How will the aging workforce affect claims over the long-term?
- Employers are still determining if marijuana legalization will have an impact on incident rates and severity of claims.

Resources available to mitigate the risk of claims:

- Carrier provided loss control consultant
- Access to industry specific streaming video platform designed for group safety training
- Quarterly lunch and learn education sessions to educate on loss control topics
- Risk management platform to (1) schedule, track & document completed training, (2) access to online risk management library of training courses, document templates, and loss control materials, (3) create audits, surveys, questionnaires, and self-assessments, and (4) build job descriptions
- Risk reminders to distribute and post for employees
- Injury/Accident tool kit with guidelines on what to do if an employee is injured
- Bi-Monthly newsletters with up-to-date information on loss control, safety, regulatory issues, and claims

We appreciate our partnership with the County and their strong commitment to risk management.

Joe Clinton III, CPA, CIC

Area Senior Vice President

Gallagher



Ordinance Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: February 2, 2023

Resolution Title: An ordinance providing for the payment of certain outstanding bonds of The County of Winnebago, Illinois, and authorizing and directing the execution of an Escrow Agreement in connection therewith.

County Code: Not Applicable

Board Meeting Date: February 9, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount: see budget amendment
If not, explain funding source: Existing fund balance General Fund and Health Dept Fund		
ORG/OBJ/Project Code:	13500 – Miscellaneous County 60100 – Health Fund Budget Impact: see budget amendment	

Background Information: Currently the County General fund and the Health Department Fund have funds available. The County has determined that it would be in the best interest of the County to apply available funds to defease the 2016A, 2016D and 2020B bond issues.

Recommendation: Finance Department recommends.

Contract/Agreement: See attached document

Legal Review: Not Applicable

Follow-Up: Not Applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: February 2, 2023
Lay Over: February 9, 2023
Final Vote: February 23, 2023

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County currently has funds available in the County General Fund and the Health Department Fund and the County has determined that it would be in the best interest of the County to apply available funds to defease the 2016A, 2016D and 2020B bond issue; and,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-009 Bond Defeasance**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/2/2023		AMENDMENT NO: 2023-009	
DEPARTMENT:		Finance		SUBMITTED BY: Dave Rickert	
FUND#:		various		DEPT. BUDGET NO. various	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
13500	49110		Txfr to Other Funds	\$5,337,000	\$0	\$5,337,000	\$5,917,539	\$11,254,539
60100	49110		Txfr to Other Funds	\$0	\$0	\$0	\$1,765,222	\$1,765,222
51800	45112		Payment to Debt Escrow Agent	\$0	\$0	\$0	\$2,537,884	\$2,537,884
54800	45112		Payment to Debt Escrow Agent	\$0	\$0	\$0	\$3,379,655	\$3,379,655
51500	45112		Payment to Debt Escrow Agent	\$0	\$0	\$0	\$1,765,222	\$1,765,222
Revenue								
51800	39110		Transfer from Other Funds	(\$100,150)	\$0	(\$100,150)	(\$2,537,884)	(\$2,638,034)
54800	39110		Transfer from Other Funds	(\$101,550)	\$0	(\$101,550)	(\$3,379,655)	(\$3,481,205)
51500	39110		Transfer from Other Funds	\$0	\$0	\$0	(1,765,222)	(\$1,765,222)
TOTAL ADJUSTMENT:							\$7,682,761	
Reason budget amendment is required:								
Currently the County General fund and the Health Department Fund have funds available. The County has determined that it would be in the best interest of the County to apply available funds to defease the 2016A, 2016D and 2020B bond issues. This budget amendment would reflect the use of the General Fund and Health department funds and properly reflect the payments to the escrow agent.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$7,682,761								
Revenue Source: Fund 0001 General Fund Balance and Fund 0301 Health Department Fund Balance								

MINUTES of a regular public meeting of the County Board of
The County of Winnebago, Illinois, held in the County Board Room
located in the Winnebago County Courthouse, 400 West State
Street, Rockford, Illinois, in said County at 6:00 o'clock P.M., on
the 9th day of February, 2023.

* * *

The Chairman called the meeting to order and directed the County Clerk to call the roll.

Upon the roll being called Joseph V. Chiarelli, the Chairman, and the following County
Board Members were physically present at said location: _____

The following County Board Members were allowed by a majority of the members of the
County Board in accordance with and to the extent allowed by rules adopted by the County Board
to attend the meeting by video or audio conference: _____

No County Board Member was not permitted to attend the meeting by video or audio
conference.

The following County Board Members were absent and did not participate in the meeting
in any manner or to any extent whatsoever: _____

The Chairman announced that the County Board would next consider the adoption of an
ordinance providing for the payment of certain bonds of the County with lawfully available funds

on hand and authorizing and directing the execution of an escrow agreement with The Bank of New York Mellon Trust Company, N.A. in connection therewith.

Whereupon County Board Member _____ presented and the County Clerk read by title an ordinance as follows, a copy of which was provided to each County Board Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE providing for the payment of certain outstanding bonds of The County of Winnebago, Illinois, and authorizing and directing the execution of an Escrow Agreement in connection therewith.

* * *

WHEREAS, The County of Winnebago, Illinois (the “*County*”), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended; and

WHEREAS, the County has issued and has outstanding General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of the County (collectively, the “*Prior Bonds*”); and

WHEREAS, the County Board of the County (the “*Board*”) hereby finds that there are funds of the County on hand and lawfully available to pay all or a portion of the Prior Bonds (the “*Available Funds*”); and

WHEREAS, the County Board hereby further finds that it is necessary and in the best interests of the County to apply the Available Funds, in an amount not to exceed \$8,500,000, to the payment of all or a portion of the Prior Bonds described in the hereafter-defined Escrow Agreement (the “*Defeased Bonds*”); and

WHEREAS, in order to properly provide for the payment of the Defeased Bonds, it will be necessary to transfer Available Funds to The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “*Escrow Agent*”), pursuant to the Escrow Agreement, to be invested by the

Escrow Agent, on behalf of the County, in direct obligations of or obligations guaranteed by the full faith and credit of the United States of America, the principal of and interest on which will be used to pay the principal of and interest on the Defeased Bonds when due; and

WHEREAS, it is necessary that the Board authorize the form of Escrow Agreement with the Escrow Agent and direct the execution of the Escrow Agreement by officers of the County:

NOW, THEREFORE, Be it Ordained by the County Board of The County of Winnebago, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Definitions. The words and terms used in this Ordinance shall have the definitions set forth for them in the form of Escrow Agreement provided herein, unless the context or use of same shall clearly indicate that another meaning is intended.

Section 3. The Funding of the Escrow. The County Treasurer is hereby authorized and directed to permanently transfer the Available Funds to the Escrow Agent pursuant to the Escrow Agreement on the date of the Escrow Agreement (not later than July 1, 2023). Such funds shall be used and are hereby appropriated to acquire the Government Securities, to fund the costs incurred in connection with the execution and delivery of the Escrow Agreement and to provide a beginning cash deposit.

Section 4. Form and Authorization of Agreement. The Agreement and all the terms thereof, in the form provided hereby, are hereby approved, and the Chairman of the Board and County Clerk are hereby authorized and directed to execute the Agreement in the name of the County. The Agreement shall be in substantially the following form:

ESCROW AGREEMENT

This Escrow Agreement, dated _____, 2023, by and between The County of Winnebago, Illinois (the “*County*”), and The Bank of New York Mellon Trust Company, N.A., a national banking association having trust powers, organized and operating under the laws of the United States of America, located in Chicago, Illinois (the “*Escrow Agent*”), in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

Section 1.01. “*Agreement*” means this Agreement between the County and the Escrow Agent.

Section 1.02. “*Board*” means the County Board of the County.

Section 1.03. “*Code*” means Section 148 of the Internal Revenue Code of 1986, and all lawful regulations promulgated thereunder.

Section 1.04. “*Defeased Bonds*” means the outstanding bonds of the County as follows:

\$2,485,000 General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, dated March 31, 2016, being all of the bonds outstanding from an issue in the original principal amount of \$2,485,000, fully registered and without coupons, due on December 30, 2025, and bearing interest at the rate of 4.00% per annum.

\$3,360,000 Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, dated November 29, 2016, being all of the bonds outstanding from an issue in the original principal amount of \$5,420,000, fully registered and without coupons, due on December 30 of the years and in the amounts and bearing interest at the rates per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2025	\$ 500,000	3.00%
2026	2,860,000	3.00%

\$1,510,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, dated July 7, 2020, being all of the bonds outstanding from an issue in the original principal amount of \$2,020,000, fully registered and without coupons, due on December 30 of the years and in the amounts and bearing interest at the rates per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2023	\$180,000	5.00%
2024	190,000	5.00%
2025	205,000	5.00%
2026	215,000	5.00%
2027	225,000	5.00%
2028	240,000	5.00%
2029	255,000	5.00%

Section 1.05. “County” means The County of Winnebago, Illinois.

Section 1.06. “Escrow Account” means the trust account established under this Agreement by the deposit of the Government Securities and the beginning cash.

Section 1.07. “Escrow Agent and Paying Agent” means The Bank of New York Mellon Trust Company, N.A., a national banking association having trust powers, organized and operating under the laws of the United States of America, located in Chicago, Illinois, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

Section 1.08. “Government Securities” means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest deposited hereunder as more particularly described in *Exhibit A* to this Agreement.

Section 1.09. “*Ordinance*” means the ordinance adopted on the 9th day of February, 2023, by the Board entitled:

AN ORDINANCE providing for the payment of certain outstanding bonds of The County of Winnebago, Illinois, and authorizing and directing the execution of an Escrow Agreement in connection therewith.

Section 1.10. “*Treasurer*” means the County Treasurer of the County.

ARTICLE II

CREATION OF ESCROW

Section 2.01. The County by the Ordinance has authorized the provision for payment of the Defeased Bonds by the deposit on demand and to purchase on behalf of the County the Government Securities. Such deposit and securities will provide all moneys necessary to pay the principal of and interest on the Defeased Bonds when due.

Section 2.02. The County deposits \$_____ from funds on hand and legally available for the purchase of the Government Securities and the funding of a beginning cash escrow deposit on demand in the amount of \$____. The beginning deposit and the Government Securities are held in an irrevocable trust fund account for the County to the benefit of the holders of the Defeased Bonds to pay the principal of and interest on the Defeased Bonds when due.

Section 2.03. The principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Defeased Bonds, to pay all interest on and all principal of the Defeased Bonds when due.

Section 2.04. The Escrow Agent and the County have each received the report of Dunbar, Breitweiser & Company, LLP, Bloomington, Illinois, attached hereto as *Exhibit B* (the “*Verification Report*”), that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02

hereof, will be sufficient, at all times pending the final payment of the Defeased Bonds, to pay all interest on and all principal of the Defeased Bonds when due as evidenced by said Report.

ARTICLE III

COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the County as follows:

Section 3.01. The Escrow Agent will hold the Government Securities and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the Defeased Bonds until final payment thereof.

Section 3.02. The beginning cash escrow deposit shall not be invested by the Escrow Agent. [Otherwise, the Escrow Agent will reinvest all available uninvested balances (rounded to an even \$100) in the Escrow Account on deposit from time to time, whenever said balances exceed \$1,000, and acknowledges that the schedule of amounts available for reinvestment appears in the cash flow tables in the Verification Report. Investments so made shall be in direct obligations of or obligations guaranteed by the full faith and credit of the United States of America or in money market mutual funds comprised solely of such obligations, and shall be scheduled to mature on or prior to the next succeeding interest payment date on the Defeased Bonds on which such proceeds will be needed to pay the principal of or interest on the Defeased Bonds.]

The Escrow Agent shall hold balances not so invested in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

Section 3.03. The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Securities which would cause the Defeased Bonds to be classified as “arbitrage bonds” under the Code, *provided*, it shall be under no duty to affirmatively inquire

whether the Government Securities as deposited are properly invested under said section; and, *provided, further*, it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

Section 3.04. The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly apply the same as necessary to the payment of principal and interest on the Defeased Bonds when due.

Section 3.05. The Escrow Agent will remit to the Paying Agent, in good funds on or before each principal or interest payment on the Defeased Bonds, moneys sufficient to pay such principal and interest as will meet the requirements for the retirement of the Defeased Bonds, and such remittances shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.06. The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Paying Agent or the bond registrar and paying agent on the Defeased Bonds, and the County either paid such fees, charges and expenses in advance as set forth in Section 3.07 hereof or covenants to pay the same as they become due.

Section 3.07. The charges, fees and expenses of the Escrow Agent have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom.

Section 3.08. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have

been indemnified by the County to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

Section 3.09. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Defeased Bonds.

Section 3.10. The Escrow Agent will submit to the Treasurer a statement within forty-five (45) days after June 30 and December 30 of each calendar year, commencing June 30, 2023, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six (6) month period (or, for the first period, from the date hereof to June 30, 2023), and also listing the Government Securities on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

Section 3.11. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Securities and deposits on demand in the Escrow Account will not be sufficient to make any payment due to the holders of any of the Defeased Bonds, the Escrow Agent shall notify the Treasurer and the Board, not less than five (5) days prior to such date, and the County agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV

COVENANTS OF COUNTY

The County covenants and agrees with the Escrow Agent as follows:

Section 4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the County herein, (b) the performance of or compliance with any

covenant, condition, term or provision of the Ordinance, and (c) any undertaking or statement of the County hereunder or under the Ordinance.

Section 4.02. All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the County or the Treasurer.

ARTICLE V

AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT

Section 5.01. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.02. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the County hereunder shall be irrevocable and shall not be subject to amendment by the County and shall be binding on any successor to the officials now comprising the Board during the term of this Agreement.

Section 5.03. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Treasurer hereunder shall be irrevocable and shall not be subject to amendment by the Treasurer and shall be binding on any successor to said official now in office during the term of this Agreement.

Section 5.04. This Agreement may be amended or supplemented, and the Government Securities or any portion thereof may be sold, redeemed, invested or reinvested, in any manner provided (any such amendment, supplement, or direction to sell, redeem, invest or reinvest to be referred to as a “*Subsequent Action*”), upon submission to the Escrow Agent of each of the following:

(1) Certified copy of proceedings of the Board authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the County.

(2) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action has been duly authorized by the Board and will not adversely affect the tax-exempt status of the interest on the Defeased Bonds nor violate the covenants of the County not to cause the Defeased Bonds to become “arbitrage bonds” under the Code, and that the Subsequent Action does not materially adversely affect the legal rights of the holders of the Defeased Bonds.

(3) An opinion of a firm of nationally recognized independent certified public accountants that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the Defeased Bonds will remain sufficient to pay when due all principal and interest on the Defeased Bonds after the taking of the Subsequent Action.

ARTICLE VI

MERGER, CONSOLIDATION OR RESIGNATION OF ESCROW AGENT

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent’s rights, obligations

and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days' written notice to the County, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the County. The County may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least \$75,000,000 and having a corporate trust office within the State of Illinois, and which is authorized to maintain trust accounts for municipal corporations in Illinois under applicable law.

ARTICLE VII

NOTICES TO THE COUNTY, THE TREASURER AND THE ESCROW AGENT

Section 7.01. All notices and communications to the County and the Board shall be addressed in writing to: County Board, The County of Winnebago, Administration Building, 404 Elm Street, Rockford, Illinois 61101.

Section 7.02. All notices and communications to the Treasurer shall be addressed in writing to: County Treasurer, The County of Winnebago, Administration Building, 404 Elm Street, Rockford, Illinois 61101.

Section 7.03. All notices and communications to the Escrow Agent shall be addressed in writing to: Corporate Trust Department, The Bank of New York Mellon Trust Company, N.A., 2 North LaSalle Street, Suite 700, Chicago, Illinois 60602.

ARTICLE VIII

TERMINATION OF AGREEMENT

Section 8.01. That, upon final disbursement of funds sufficient to pay the principal and interest of the Defeased Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the Board, and thereupon this Agreement shall terminate.

IN WITNESS WHEREOF, The County of Winnebago, Illinois, has caused this Agreement to be signed in its name by the Chairman of the Board and to be attested by the County Clerk of the County; and The Bank of New York Mellon Trust Company, N.A, Chicago, Illinois, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and attested by one of its officers under its corporate seal hereunto affixed, all as of the ____ day of _____, 2023.

THE COUNTY OF WINNEBAGO

By _____
Chairman, County Board

Attest:

County Clerk

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A, Chicago, Illinois

By _____
Its _____

Attest:

Its _____

[BANK SEAL]

This Escrow Agreement received and acknowledged by me this ____ day of _____,
2023.

County Treasurer

EXHIBIT A

GOVERNMENT SECURITIES

EXHIBIT B

VERIFICATION REPORT

Section 5. Purchase of the Government Securities. The Escrow Agent and Speer Financial, Inc. are each hereby authorized to act as agent for the County in the purchase of the Government Securities described and set forth in the Escrow Agreement.

Section 6. Certificate of Reduction of Taxes. The Chairman of the County Board and the County Treasurer are hereby directed to prepare and file with the County Clerk a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Prior Bonds being paid and directing the abatement of taxes heretofore levied to pay the Defeased Bonds.

Section 7. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 8. Repealer and Effective Date. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED by the County Board of The County of Winnebago, Illinois, this 9th day of February, 2023.

Chairman of the County Board of
The County of Winnebago, Illinois

ATTEST:

County Clerk and ex-officio
Clerk of the County Board of
The County of Winnebago, Illinois

Member _____ moved and Member _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Chairman directed that the County Clerk
call the roll for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following members voted AYE: _____

The following members voted NAY: _____

Whereupon the Chairman declared the motion carried and said ordinance adopted, and in
open meeting approved and signed said ordinance and directed the County Clerk to record the
same in full in the records of the County Board of The County of Winnebago, Illinois, which was
done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois (the “*County*”), and as such official I am the keeper of the records and files of the County Board of the County (the “*Board*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 9th day of February, 2023, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE providing for the payment of certain outstanding bonds of The County of Winnebago, Illinois, and authorizing and directing the execution of an Escrow Agreement in connection therewith.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this 9th day of February, 2023.

County Clerk

[SEAL]



Ordinance Executive Summary

Prepared By: Dave Rickert and Finance Department
Committee: Finance Committee
Committee Date: February 2nd, 2023
Ordinance Title: Ordinance for Approval of Budget Amendment for the Circuit Clerk
County Code: Not Applicable
Board Meeting Date: February 9th, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	N/A
If not, explain funding source: Fund Balance			
ORG/OBJ/Project Code: Various		Budget Impact: 141,088	

Background Information: On December 5, 2022, Circuit Clerk Thomas A. Klein received the attached press release. The Circuit Clerk's Office is requesting 5 additional staff members to meet the needs of these additional Judges.

Recommendation: Circuit Clerk Thomas A. Klein recommends approval.

Contract/Agreement: Not Applicable

Legal Review: Not Applicable

Follow-Up: Not Applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: February 2, 2023
Lay Over: February 9, 2023
Final Vote: February 23, 2023

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

ORDINANCE

WHEREAS, On December 5, 2022, Circuit Clerk Thomas A. Klein received the attached press release. The Circuit Clerk's Office is requesting 5 additional staff members to meet the needs of these additional Judges.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 30, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-011 Circuit Clerk**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/16/2023		AMENDMENT NO:			
DEPARTMENT:		Circuit Clerk		SUBMITTED BY: Tom Lawson			
FUND#:		1		DEPT. BUDGET NO.		8	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
31500	41110	Regular Salaries	\$3,516,032	\$0	\$3,516,032	\$122,088	\$3,638,120
31500	41130	Overtime	\$128,000	\$0	\$128,000	\$4,000	\$132,000
31500	42210	Data Processing Supplies	\$0	\$0	\$0	\$15,000	\$15,000
Revenue							
TOTAL ADJUSTMENT:						\$141,088	\$3,785,120
Reason budget amendment is required:							
Addition of 5 clerk positions to accommodate 2 additional judges.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2023 budget:							
Requested increase of \$141,088 for a mandated change made by the Office of the Chief Judge							
Revenue Source:		Fund Balance					

**STATE OF ILLINOIS
CIRCUIT COURT
SEVENTEENTH JUDICIAL CIRCUIT**

JOHN S. LOWRY
Chief Judge



**WINNEBAGO COUNTY COURTHOUSE
400 WEST STATE STREET, SUITE 215
ROCKFORD, ILLINOIS 61101
PHONE (815) 319-4800**

December 5, 2022

For Immediate Release

**Contact: Thomas R. Jakeway
Trial Court Administrator
Phone: 815-319-4806
Email: tjakeway@17thcircuit.illinoiscourts.gov**

PRESS RELEASE

POSTING OF TWO ASSOCIATE JUDGE VACANCIES

ROCKFORD, IL – Chief Judge John S. Lowry is pleased to announce that the Illinois Supreme Court has authorized the Seventeenth Judicial Circuit Court to post a notice for two associate judge vacancies. These vacancies are based on the allocation of two additional associate judgeships granted to the 17th Judicial Circuit pursuant to the Associate Judges Act (705 ILCS 45/2.1).

The application period for these positions will remain open until January 4, 2023. The notice of vacancy is attached and is accessible at: <http://17thcircuit.illinoiscourts.gov> and <http://illinoiscourts.gov>.

###



Resolution Executive Summary

Prepared By: Tami Goral
Committee: Finance Committee
Committee Date: 02/02/2023
Resolution Title: An Ordinance for Approval of a Budget Adjustment for the Sheriff's Office
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: 02/09/2023
Budget Information:

Was item budgeted? No	Amount: \$289,802
If not, explain funding source: 815 Entertainment LLC, dba Hard Rock Casino Rockford	
ORG/OBJ/Project Code	Budget Impact: N/A

Background Information: The Winnebago County Sheriff's Department has entered into a police-servicing contract with the 815 Entertainment LLC, dba Hard Rock Casino Rockford for one year. This agreement provides funding for 4,380 hours of police coverage per year (12 hours per day for 365 days per year).

Recommendation:

Contract/Agreement: One year beginning January 1, 2023 and ending December 31, 2023.

Legal Review: The Winnebago County State's Attorney's Office has reviewed the agreement

Follow-Up: The Winnebago County Sheriff's Department will proceed with agreement(s) executions.

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: February 2, 2023
Lay Over: February 9, 2023
Final Vote: February 23, 2023

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Sheriff's Department has entered into a police-servicing contracting with the 815 Entertainment LLC, dba Hard Rock Casino Rockford to one year. This agreement provides funding for 4,380 hours of police coverage per year.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 30, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-008 Sheriff's Casino Overtime**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Ordinance was adopted by the County Board of the County of

Winnebago, Illinois this _____ day of _____ 2023.

JOSEPH CHIARELLI

CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

LORI GUMMOW

CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		10/5/2022		AMENDMENT NO:		BA23-008	
DEPARTMENT:		SHERIFF		SUBMITTED BY:		GARY CARUANA	
FUND#:		0001		DEPT. BUDGET NO.		24000	
DEPT CODE	ACCT. NO.	PROJECT	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
Expenses:							
24000	41130		Over-Time	\$830,070		\$ 289,802	\$ 1,119,872.28
Revenue:							
24000	34805		SH-Community Sheriff SVCS	(\$310,000)	\$0	\$ (289,802.00)	\$ (599,802.00)
TOTAL ADJUSTMENT:						\$ 0	\$ -
Reason budget amendment is required:							
The Sheriff's Department has entered into a police servicing contract with the 815 Entertainmnet LLC, dba Hark Rock Casino Rockford for one year. The agreement provides funding for 4,380 hours of police coverage per year (12 hours per day for 365 days per year). Billing will be done on a monthly basis.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2023 budget:							
\$289,802							
Revenue Source:							
815 Entertainment LLC, dba Hard Rock Casino Rockford							
Approval by staff liaison:							



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: February 2, 2023
Resolution Title: Resolution Authorizing Execution of a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473
County Code: Not Applicable
Board Meeting Date: February 9, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:
If not, explain funding source: N/A		
ORG/OBJ/Project Code:	Budget Impact: Within budgeted amount	

Background Information: The duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer in good faith have negotiated a three-year collective bargaining agreement with AFSCME, concerning wages, hours, terms, and other conditions of employment for the term of October 1, 2021, through September 30, 2024. The parties will continue negotiations with the correctional officers of the Winnebago County Sheriff.

Recommendation: Staff concurs.

Contract/Agreement: See attached.

Legal Review: Yes.

Follow-Up: Execute new successor collective bargaining agreement with AFSCME.

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO, ILLINOIS COUNCIL 31, LOCAL 473**

WHEREAS, the duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer and American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (“AFSCME”) are currently parties to a collective bargaining agreement (“Agreement”); and

WHEREAS, excluding the Winnebago County Sheriff, the remaining duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer in good faith have negotiated a three-year collective bargaining agreement (“Agreement”) with AFSCME, concerning wages, hours, terms, and other conditions of employment for the term of October 1, 2021, through September 30, 2024; and

WHEREAS, the previous collective bargaining agreement with AFSCME expired on September 30, 2021, however, is in full force and effect until a new successor collective bargaining agreement is approved; and

WHEREAS, said duly authorized representatives and AFSCME failed to reach a new successor agreement that included the correctional officers of the Winnebago County Sheriff and the correctional officers have statutory rights to interest arbitration under the Illinois Public Labor Relations Act; and

WHEREAS, the remaining duly authorized representatives and AFSCME have reached a tentative agreement on a successor collective bargaining agreement to replace the expired agreement; and

WHEREAS, upon final ratification by AFSCME, Finance Committee and County Board, the new successor agreement will govern the duly authorized representatives, excluding the correctional officers of the Winnebago County Sheriff; and

WHEREAS, the correctional officers of the Winnebago County Sheriff shall continue to be governed by the expired agreement until the parties reach a new successor agreement that is ratified by AFSCME, Finance Committee and County Board or the selected Arbitrator awards a new successor agreement that is then ratified; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, in connection with said tentative agreement, has reviewed the changes to sections of the collective bargaining agreement currently in full force and effect, said section changes attached hereto as Exhibit A; and

WHEREAS, the Finance Committee recommends the full County Board accept and approve the terms of said tentative agreement on a successor collective bargaining agreement between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer, as summarized in the attachment to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the collective bargaining agreement between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer be approved and that the Winnebago County Board Chairman, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer execute any documents necessary for implementation of said collective bargaining agreement.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Board Chairman, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer and to AFSCME.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

TENTATIVE AGREEMENTS

Council 31 AFSCME, Local 473
and Winnebago County
Tendered January 23, 2023

Article VII. WORK RULES

The Employer(s) may adopt, change, or modify work rules. The Employer(s) agrees to post or make available in the department, or where more appropriate, the work location, a copy of its applicable work rules where such rules exist. Whenever the Employer(s) change work rules or issue new work rules applicable to bargaining unit employees, the Union shall be given at least six (6) days prior notice, absent emergency, before the effective date of the work rules. Within the six (6) day time period, and upon request of the Union the parties shall attempt to schedule a meeting to meet and confer to explore alternatives to the proposed change(s). Work rules shall be equitably applied and shall not conflict with any specific provisions of this Agreement.

~~Disputes over any provision of this Article shall be subject to the grievance procedure.~~

SECTION 4.1 CHECK OFF. Upon notification to the employer from the Union of dues authorization, the employer will commence dues deductions within 30 days. The regular monthly dues of the Union, and P.E.O.P.L.E. contributions, where applicable, shall be deducted from such employee's pay, with the Employer(s) bearing the cost of such deduction. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union together with a list of the names and amounts for whom deductions have been made. If an employee has no earnings due for a pay period, the Union shall be responsible for collection. Dues and P.E.O.P.L.E. contribution authorizations shall be irrevocable for a period of one (1) year, in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer shall provide the Union with the name and address of any new employee as referenced in Section 17.4. The Union shall notify the employer that an employee has revoked his/her authorization in accordance with the terms of the authorization. The employer shall not revoke dues authorization unless notified to do so by the Union.

~~If an employee requests the employer to stop authorized dues the employer will take no action other than to direct the employee to the Union.~~

SECTION 5.6 TIME OFF AND STEWARDS [Status Quo]

- A. An employee grievant shall be permitted reasonable time without loss of pay during working hours to attend grievance and arbitration hearings. One employee Union representative shall be permitted reasonable time without loss of pay during working hours to attend grievance hearings, and unpaid time to attend arbitration hearings and hearings on an Unfair Labor Practice Charge filed by the Union, unless serving as a witness, in which case such time shall be compensation at the employee's regular rate of pay. No employee or Union representative shall leave his/her work to investigate,

file, or process a grievance without first notifying and making mutual arrangements with his/her supervisor, as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. Stewards shall report back to their supervisor immediately upon the return from the activity. Time spent in such activities shall be limited to thirty (30) minutes per work day without loss of pay. The investigation, filing and processing of grievances shall primarily be the responsibility of the steward(s) (if any) assigned to the particular work location where the alleged violation occurred.

- B. Stewards. The Union will advise the Employer(s) in writing of the names of the stewards in each department or work location, or of any changes in such. The number of stewards at any time shall not exceed 25 and shall be allocated as follows:

Highway	No more than 2
River Bluff Nursing Home	No more than 8
911	No more than 2
Courthouse/Maintenance	No more than 2
Justice Center	No more than 6
Administration Building	No more than 3
Animal Services	No more than 2

Section 9.2 Absence Step Discipline: **[effective 1/1/2023]**

- A. The first ~~two~~ timely notifications of unscheduled absence in a calendar year will not be counted as an absence occurrence, so long as the employee has benefit accruals available to cover the entire time off.
- B. Step One: ~~Fourth~~ **Third** Occurrence – employee will be notified in writing and a copy of this Article will be provided to the employee.
- C. Step Two: ~~Fifth~~ **Fourth** Occurrence – Verbal warning.
- D. Step Three: ~~Sixth~~ **Fifth** Occurrence - Written reprimand.
- C. Step Four: ~~Seventh~~ **Sixth** Occurrence – One day suspension.
- D. Step Five: ~~Eight~~ **Seventh** Occurrence - Three day suspension.
- E. Step Six: ~~Ninth~~ **Eighth** Occurrence – Discharge.

The Employer(s) shall provide the employee with notice of the occurrence within twenty-one (21) calendar days of the incident resulting in the occurrence.

Section 9.3 Absence Reduction: [effective 1/1/2023]

- A. For each ~~sixty (60)~~ **ninety (90)** consecutive calendar day period in which an employee does not have an occurrence, the employee's then-current number of accrued occurrences will be reduced by two (2) to no less than zero occurrences.
- B. An employee who has in a calendar year:
 - 1. Received three (3) or less occurrences and
 - 2. Has had no unpaid time taken, other than workers compensation, Union Leave or FMLA LeaveShall have his/her occurrences reduced to zero (0) on January first of the following year.
- C. An employee may not carry a negative absence occurrence count.

Section 9.5 Tardy Step Discipline: [1/1/2023]

- A. The first ~~two~~ untimely reports to schedule work in a calendar year will not be counted as tardy occurrences, so long as the employee has benefit accruals available to cover the entire time off.
- B. Step One: ~~Fourth~~ **Third** Occurrence – employee will be notified in writing and a copy of this Article will be provided to the employee.
- C. Step Two: ~~Fifth~~ **Fourth** Occurrence – Verbal warning.
- D. Step Three: ~~Sixth~~ **Fifth** Occurrence - Written reprimand.
- E. Step Four: ~~Seventh~~ **Sixth** Occurrence – One day suspension.
- F. Step Five: ~~Eight~~ **Seventh** Occurrence - Three day suspension.
- G. Step Six: ~~Ninth~~ **Eighth** Occurrence – Discharge.

The Employer(s) shall provide the employee with notice of the occurrence within twenty-one (21) calendar days of the incident resulting in the occurrence.

Section 9.6 Tardy Reduction: [effective 1/1/2023]

- A. For each ~~sixty (60)~~ **ninety (90)** consecutive calendar day period in which an employee does not have an occurrence, the employee's then-current number of accrued occurrences will be reduced by two (2) to no less than zero occurrences.
- B. An employee who has in a calendar year:

1. Received three (3) or less occurrences and
2. Has had no unpaid time taken, other than workers compensation, Union Leave or FMLA Leave

Shall have his/her occurrences reduced to zero (0) on January first of the following year.

- C. An employee may not carry a negative tardy occurrence count.

Section 11.1 Holidays Observed. All eligible full time employees shall have time off, with full salary payment, for the following holidays or the day designated as such by the County Board:

Columbus Day
Veterans Day
Thanksgiving Day (2)
Juneteenth Day
Christmas (2)
New Year's Day

Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day

For the purpose of this Article, if one of the above holidays falls on a Saturday it shall be observed on the preceding Friday. If one of the above holidays falls on a Sunday, it shall be observed on the following Monday. Provided, however, with respect to those work locations that require continuous coverage, the holiday will be observed on the actual day of the holiday for employees in those position classifications that normally work weekends. Juneteenth Day holiday shall be effective in year 2023.

SECTION 12.3 OVERTIME PAYMENT.

All hours worked in excess of the normal work week when worked upon the direction or approval of the employee's supervisor shall be paid at the rate of 1½ times the employee's straight time hourly rate or compensated by granting 1½ times the number of overtime hours worked as compensatory time off. The employee shall make his/her choice (overtime or compensatory time) known to the Employer(s) not later than the end of the work week in which overtime was earned. Sheriff's Department employees may elect to receive compensatory time off which may be accumulated to a maximum of forty-eight (48) hours (based on thirty-two (32) hours worked at 1½ times the employee's straight time hourly rate). Any hours above forty-eight (48) for Sheriff's Department employees shall be at the sole discretion of the Employer. For all other Departments under this Agreement, compensatory time may be accumulated consistent with current practice. However, for the Highway Department, no more than eighty (80) hours may be earned or used as compensatory time in any one (1) calendar year. Compensatory time off

shall be taken consistent with the operating needs of the Employer(s). Because of the nature of departmental work schedules, it may be necessary to limit the number of employees using compensatory time during a particular period or at the same time. The request to use compensatory time off must be submitted at least twenty-four (24) hours in advance, except that under circumstances where twenty-four (24) hour notice is not possible because of exigent circumstances, the employee shall make the request as soon as possible. Since use of this accrued time must be scheduled, it cannot be used to cover time lost due to an employee arriving late to work or returning late from a break or lunch period. Compensatory time shall be taken under this Article as required by the Fair Labor Standards Act if such continues to be applicable to local government employees.

SECTION 12.7. ADDITIONAL COMPENSATION FOR HOURS WORKED AND OVERTIME.

- A. Call Back Pay. Any employee called back to work outside of his/her regularly scheduled shift or on a scheduled day off shall be paid a minimum of two (2) hours pay at the applicable rate beginning at the time the employee arrives at their worksite. Work schedules will not be changed because of call back time in order to avoid overtime or straight time pay. Any employee notified within one hour of the required reporting time will be paid one (1) additional hour of pay at the applicable rate. For Highway Department employees this additional one (1) hour of pay is applicable for call outs during snow/ice operations only. ~~Highway Department employees notified less than eight (8) hours prior to the required reporting time will be paid one (1) additional hour of pay at the applicable rate for call outs during snow/ice operations only.~~
- B. Wireless Communication Pay. Employees in the following position classifications who are regularly assigned wireless communications devices shall receive the following additional compensation. Wireless Communication Pay is to compensate the employee for carrying the device and responding to texts, phone calls or other types of communication.

Position Classification	Wireless Communication Pay
Correctional Officer (CERT), Corrections Canine Officer and Designated Maintenance Department employees required to carry a wireless communications device	\$500 stipend annually. Provided, however, that in the event the employee leaves employment for any reason during the contract year, s/he shall reimburse the Employer the pro rata portion of the stipend corresponding to the pro rata portion of the contract year remaining as of the employment termination date. At

	the Employer's option, such reimbursement may be deducted in part or in full from the employee's final paycheck.
Deputy Coroner and Deputy Coroner Investigator	\$750 stipend annually. Provided, however, that in the event the employee leaves employment for any reason during the contract year, s/he shall reimburse the Employer the pro rata portion of the stipend corresponding to the pro rata portion of the contract year remaining as of the employment termination date. At the Employer's option, such reimbursement may be deducted in part or in full from the employee's final paycheck.
Highway Maintainer, Equipment Operator Senior and Mechanic	\$225 stipend for each month that they are assigned a wireless communication device. <u>Provided, however, the stipend shall be prorated for days the employee is available to work.</u>

C. Stand By Duty. Any employee who is ordered, in writing, by his/her Employer or duly authorized supervisor to remain at home for a specified period of time pending a telephone call to return to work outside of his/her regularly scheduled shift shall be compensated in accordance with the provisions of the Fair Labor Standards Act. That is to say that all hours during which an employee is restricted at home shall be considered to be hours worked. This subsection does not apply to the Highway Department.

SECTION 12.8 CHANGES IN NORMAL WORK DAY AND WORK WEEK. The shifts, work days and hours to which employees are assigned shall be posted on relevant bulletin boards. Should programmatic or operational needs require a change in employee work schedules, notice of such schedule change shall be given to the affected employee(s) and the Union as far in advance as is reasonably practicable, but in no event shall such notice be less than forty-eight (48) hours unless the Employer(s) has less than twenty-four (24) hours' notice of the circumstances resulting in the need to make the schedule change. Upon request, the Employer(s) involved will meet and confer with the affected employee(s) and the Union to explore alternatives to the proposed change prior to implementation.

Disputes over such changes being made shall be subject to the grievance procedure.

Temporary schedule changes may be implemented pending final resolution of the above-referenced dispute(s).

A. Directed On-Call Assignments: Highway Department

Highway employees in the position classifications Highway Maintainer, Equipment Operator, Mechanic shall be assigned a wireless communications device as determined by management.

Employees carrying a wireless communications device and/or who are called back to duty will be compensated as outlined in Sections 12.7 A and B.

Wireless communications devices issued to employees shall be worn or monitored whenever practicable. This includes off duty time and holidays, but does not include bereavement, vacation or comp time. An employee may request an exemption in advance in writing from recall during a non-work period based upon the Department's anticipated needs. These exemptions will normally be approved on a first-come first-approved basis and will not be arbitrarily denied.

Employees in the above listed position classifications may be subject to a directed on-call assignment to handle anticipated service or storm related emergency calls outside of their regularly scheduled working hours. Employees receiving such a directed assignment will receive two (2) hours of pay at the employee's applicable rate, for each twenty- four (24) hour period, or for any fraction thereof, the employee remains on a directed on-call assignment. This does not include normal snow plowing operations between ~~October 1 and April 30~~ each year November 1 and March 31 of each year.

Employees placed on directed on-call assignments must respond to a text by calling the Highway Department on-call phone number within twenty (20) minutes after receiving the text and must report to work fit for duty within one (1) hour after receiving the text. An employee not responding to a text within the allotted time will receive a phone call from a supervisor on their Employer-issued wireless communication device and/or on a personal phone number provided by the employee. If an employee does not respond to both a text and a phone call either on the employee's Employer-issued wireless communication device or personal phone number, they will be subject to the disciplinary procedure outlined in Article 8. For the purpose of this section only, this language supersedes the reasonable time language for an employee to respond to a text or phone call outlined in Section 12.12.

If an employee placed on a directed on-call assignment responds to a text or phone call in the allotted time, but is not fit for duty and did not receive an exemption from a recall, they will be subject to the disciplinary procedure as outlined in Article 8.

On-call personnel may, by mutual agreement, be assigned a vehicle to take home for duty related use while on-call.

B. Temporary Seasonal Workers: Highway Department

1. The Highway Department shall be permitted to hire temporary seasonal employees for snow plowing in the winter ("Snow Birds") starting ~~October 1 and ending April 30~~ November 1 and ending March 31.
2. The Highway Department may employ up to six (6) "snow bird" positions each season.
3. The "snow bird" positions are solely to be used as fill in/backup to full time Highway Department staff, unless the "snow bird" positions are scheduled to cover shifts for individuals on vacation, leave of absence, holiday, personal time, or based on unforeseen circumstances that require temporary or additional coverage.
4. The "snow bird" positions will be provided a maximum of 80.0 hours of training time each season in order to become familiar with equipment, routes, procedures, etc.
5. Compensation for the "snow bird" positions will be limited to rates between ~~\$17.00 to \$19.00~~ \$19.00 to \$21.00 per hour, based on experience. Overtime, if applicable, will be paid in accordance with the same calculation set forth in the Collective Bargaining Agreement to maintain internal equity.

~~C. Stand-by Duty: Animal Services~~

1. ~~From 11:00 p.m. to 7:15 a.m. one Animal Services Officer will be assigned to stand by duty to respond to emergency calls. Officers will be assigned to stand by duty for a block of days that corresponds to their regular work days so as not to interfere with their blocks of scheduled days off.~~
2. ~~An officer assigned to stand by duty shall be paid for a minimum of four (4) hours, at the employee's applicable rate of pay, regardless of whether the officer is actually called out. If an officer works four (4) hours or more while on stand by duty, the officer shall be paid for the actual hours worked at the employee's applicable rate of pay.~~

3. ~~If an officer is unable to work his or her assigned shift and is assigned to stand by duty that night, the officer assigned to fill the regular shift will also be required to handle the stand by duty.~~

SECTION 12.11A OVERTIME ASSIGNMENTS – CORRECTIONS {TA as to Paragraph 2 ONLY}. Overtime shall be distributed as equally as possible among the employees who perform the work in the position classification in which the overtime is needed. Overtime shall be distributed on a rotating basis among such employees in accordance with the policy set forth below.

The Employer shall maintain two (2) overtime lists; one (1) voluntary overtime list by ~~A & C shifts~~ **A Day & A Night shifts** and one list by ~~B & D shifts~~ **B Day and B Night shifts** (administrative/court employees shall be on both lists) and one (1) mandatory list, both based on seniority. Employees who desire to have their name on the voluntary overtime list may sign up each year concurrent with the shift bidding process. The lists will become effective on January 1. After the initial sign up period, the lists shall be updated as new corrections officers complete their mandatory training period.

The order of overtime assignments shall be as follows:

- i. Voluntary List. Offers of overtime work opportunities shall be made in sequential order with the new overtime opportunities being offered first to the correctional officer following the one who accepted the last offer. Any correctional officer who has refused four (4) consecutive opportunities for overtime without just cause will be stricken from the list. At the conclusion of the calendar quarter, the process shall begin anew.
- ii. Mandatory List. If all employees from the voluntary list refuse, the employer shall mandate overtime in reverse seniority order, beginning with the least senior employee following the last officer mandated, repeating the process until all mandatory assignments are filled. At the conclusion of the calendar quarter, the process shall begin anew.

Correctional officers are not eligible for voluntary or mandatory overtime opportunities until they have successfully completed their mandatory training period.

Unless confronted with unforeseen circumstances, a correctional officer may not be directed to work overtime during any block of scheduled days off if that correctional officer has worked a shift of overtime on any of the other days during that block of scheduled days off.

For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or who are already present and working rather than utilizing the normal overtime rotation procedure.

Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without that employee having a normal full shift off.

Employees working overtime will be relieved on the basis of seniority, with mandated employees relieved prior to voluntary employees.

An employee accepting overtime opportunities will be assigned duties at posts and locations where personnel and facility operations dictate.

An employee who has not signed up for voluntary overtime is not excluded from mandatory overtime, provided, however, the employer will not mandate an employee to work more than two (2) full shifts of overtime (regardless of the number of hours actually worked by the employee) during any calendar month, except when confronted with unforeseen circumstances or during any period when no less than four (4) correctional officers are attending P.T.I. Employee selection for mandatory overtime will be based on the overall Corrections seniority list, said list being used in reverse order.

If the Employer(s) mandate an employee to work overtime in violation of the provisions of this Section, the employee shall be paid at a rate of two (2) times his or her regular hourly rate of pay for all hours worked as mandated.

A mandate is defined as any time assigned to an employee outside of his/her normal shift hours, which an employee does not volunteer for. This definition is inclusive of all departments under this Agreement.

SECTION 12.12 OVERTIME ASSIGNMENTS-METHOD OF ASSIGNMENT.

When overtime needs arise after an employee's normal work hours, the Employer(s) may use the following methods to assign overtime pursuant to Sections 12.10 and 12.11A & B: personal cell phone, land line telephone or an Employer(s) assigned wireless communication device. Employees in the position classifications listed in the chart in Section 12.7 must maintain a functioning land line telephone at his/her home or cell phone as a condition of employment. Employees who are regularly assigned a wireless communications device shall be required to report to their normal work location within a reasonable time after being called by the Employer(s) unless otherwise directed.

SECTION 12.14 WAIVER.

An employee by written notice to the Employer(s) may waive his/her right to be offered voluntary overtime assignments and thereafter, during the accumulation period, shall not be included in the regular overtime rotation. Such waiver, however, shall not exclude the employee from possible mandatory overtime assignments.

An employee who is absent for any reason, other than documented illness, and who otherwise would be entitled to have overtime offered under Section 12.10 or 12.11 above, shall for the sole purpose of future overtime assignments within the accumulation period, be deemed to have waived the overtime opportunity. With the exception of the Highway

Department, who shall be deemed to have waived the overtime opportunity if absent for any reason.

For Highway Department only, an employee may seek waiver from the voluntary overtime list during the 6-month accumulation period. Provided, however, the Employer reserves the right to ensure a sufficient number of employees are on the voluntary overtime list to meet the operational requirements of the County. If an employee on the voluntary overtime list fails to answer the phone or respond to a call-out on three (3) consecutive occasions, the employee will be removed from the voluntary overtime list for the remainder of the accumulation period. The waiver does not exempt the employee from the all-call list or otherwise insulate the employee from mandatory overtime or a mandatory call-out.

SECTION 12.17 OVERTIME RECORDS. A current overtime list will be maintained by the Employer(s) and posted in such departments or sub-departments as are appropriate. For the Highway Department, this overtime list will be updated no more than once per week, if necessary. New employees entering the overtime unit will be added to the list at the beginning of the next accumulation period, except for new employees in the Highway Department who will be added to the list at the end of their probationary period. Upon written request the union will be given a copy of the previous posting or listings.

For purposes of this Article, an accumulation period shall be three (3) calendar months, except for purposes of Sections 12.10 and 12.13, the accumulation period for Highway Department employees shall be six (6) months starting on January 1st and July 1st of every year.

Section 13.1 Insurance Coverage. Except as provided herein, the County shall, for the life of this Agreement, continue in effect the basic level of coverage to full time employees and eligible part time employees per Patient Protection and Affordable Care Act (PPACA) guidelines now provided by the County for hospital and major medical insurance, and dental insurance for full time employees. The County does retain the right to change to or from a self-insurance program and/or to change insurance carriers, or otherwise to change coverage(s) as long as the basic level of benefits to the employee remains substantially the same. The Employer reserves the right to introduce a base dental plan at no cost to the employee with an option for the employee to "buy-up" to a managed care dental plan at the employee's expense.

Effective October 1, 2022 through December 31, 2023, in order to be eligible to receive insurance benefits pursuant to the provisions of this Article XIII, employees and their dependents, which includes spouses as defined under Illinois law, must apply within the first ninety (90) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable. Effective January 1, 2024, in order to be eligible to receive insurance benefits pursuant to the provisions of this Section 13, employees and their dependents, which includes spouses as defined under Illinois law, must apply by the first (1st) of the month following thirty (30) days of

employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable. Effective January 1, 2024, Employer will add a new “employee plus one” tier structure.

The age qualifier for dependent children will follow applicable State and Federal laws.

Part-time employees are eligible for health insurance coverage per PPACA guidelines, but are not eligible for dental or life insurance coverage.

Section 13.3 Cost. Effective January 1, 2021: The Employer(s) agree to pay the following percentage of the cost of providing health and dental insurance under the self-funded group fee-for-service (indemnity) plan. Any employee who elects coverage under this plan shall pay the following percentage of the cost of the individual, employee plus one or dependent coverage, as the case may be. There shall be no annual limit on the contribution amount. The Employer may increase the employee contribution by one percent (1%) effective on or after January 1, 2024.

	Employer Contribution Percentage	Employee Contribution Percentage
<u>Effective January 1, 2021</u>	85%	15%
<u>Effective January 1, 2022</u>	85%	15%
<u>Effective January 1, 2023</u>	85%	15%
<u>Effective January 1, 2024</u>	85%	15%
<u>Effective January 1, 2025</u>	85%	15%

The County’s health and dental plan administrator shall have exclusive authority to determine the annual anticipated and actual costs of individual, employee plus one and dependent insurance coverage during the term of this Agreement. The cost of providing individual or dependent coverage under this plan shall be determined by December 15 of each year. The employee's share of the cost shall be divided into twenty-six equal payments and shall be deducted from the employee’s paycheck.

Any employee that elects either individual, employee plus one or dependent dental and health insurance coverage shall, at the open enrollment following the ratification of this Agreement, enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s). Provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her social security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

Effective January 1, 2021: The annual deductible for medical services other than prescription drugs for each employee who has elected individual coverage and has chosen the self-funded group fee-for-service/PPO (indemnity) plan will be as follows:

	Deductible for each covered employee and for each covered dependent	Maximum aggregate deductible per family
<u>Effective January 1, 2021</u>	\$750	\$1,500
<u>Effective January 1, 2022</u>	\$750	\$1,500
<u>Effective January 1, 2023</u>	\$750	\$1,500
<u>Effective January 1, 2024</u>	\$750	\$1,500
<u>Effective January 1, 2025</u>	\$750	\$1,500

The annual maximum out-of-pocket expenditures over and above the deductibles for medical services other than prescription drugs per employee or dependent shall be as follows:

	Maximum out-of-pocket expenditures per employee or dependent	Maximum out-of-pocket expenditures per family
<u>Effective January 1, 2021</u>	\$1,250	\$3,350
<u>Effective January 1, 2022</u>	\$1,250	\$3,350
<u>Effective January 1, 2023</u>	\$1,250	\$3,350
<u>Effective January 1, 2024</u>	\$1,250	\$3,350
<u>Effective January 1, 2025</u>	\$1,250	\$3,350

Effective January 1, 2020, the PPO plan will convert to a Point of Service (POS) plan with the following co-payments being effective as of January 1, 2020:

	Co-Pays Primary Care	Co-Pays Specialist
Effective January 1, 2020	\$20.00	\$25.00
Effective January 1, 2021	\$20.00	\$25.00
Effective January 1, 2022	\$20.00	\$25.00
Effective January 1, 2023	\$20.00	\$25.00
Effective January 1, 2024	\$20.00	\$25.00
Effective January 1, 2025	\$20.00	\$30.00

SECTION 14.1 POSITION REQUIREMENTS. The Employer(s) shall maintain general position classification specifications and make them available to the Union upon written request. All employees shall be provided with a copy of their job description when any modifications are made. Such job description may be modified at the discretion of the

Employer(s). Any modification(s) shall be shared with the Union at least ten (10) work days prior to implementation.

SECTION 17.4 INFORMATION PROVIDED TO THE UNION. No later than two (2) weeks after the final payroll for each month, the Employer(s) shall send to the Union written information concerning new hire names and addresses, social security numbers, department code, or identification number, hire date, lay offs, recalls, terminations, job title, work site location, work and home telephone numbers, work and home email address, and any current employee address changes. This information will also be provided for new hires within 10 days of hire. This list will be sent to AFSCME, 212 South First Street, Rockford, Illinois, 61104. The exclusive bargaining representative shall use the list exclusively for bargaining representation purposes and shall not disclose any information contained in the list for any other purpose. Nothing in this Section, however, shall prohibit a bargaining representative from disseminating a list of its union members.

Section 20.3 (Promotions and Vacancies article)

~~**A. Application.** (Departments under the Employment Jurisdiction of the County Board, County Sheriff, County Auditor, County Clerk County Coroner). The Employer(s) agree with the policy of promotion from within. Any bargaining unit employee may apply for any posted vacancy. Unless Section 21.2 Recall herein is utilized, the Employer(s) shall fill a vacancy based upon seniority if all applicants for the position have relatively equal qualifications, skills, and abilities to perform the work in question. Vacancies shall be filled in the following order:~~

1. Departmental
2. Transfer
3. New Hire

~~**B. Application.** (County Treasurer, County Recorder). The County Treasurer and County Recorder, generally agree with the policy of promotion from within. Any bargaining unit employee may apply for any posted vacancy. Unless Section 21.2 Recall herein is utilized, the County Treasurer and County Recorder shall fill a vacancy based upon seniority if all applicants for the position have relatively equal qualifications, skills, and abilities to perform the work in question. Vacancies shall be filled as appropriate from within the department, by transfer, or by new hires.~~ The Employer(s) generally agree with the policy of promotion from within. Any bargaining unit employee may apply for any vacancy. However, vacancies shall be filled as appropriate from within the department, by transfer from another department or by a new hire. Provided, unless Section 21.2 Recall

herein is utilized, the Employer shall fill a vacancy based on seniority if all applicants for the position have relatively equal qualifications, skills and abilities to perform the work in question.

SECTION 20.4 REASONABLE ACCOMMODATION SENIORITY. In order to accommodate a qualified employee with a disability as defined by the Americans with Disabilities Act, the Employer(s) shall meet with the Union and attempt to resolve the matter in a timely manner. However, if the Union and the Employer(s) are unable to mutually agree on a resolution to this situation, the Employer(s) may fill a vacancy if filling a vacancy is the only way that the Employer(s) can reasonably accommodate a qualified employee with a disability.

SECTION 20.7

B. **Shift Assignments-Corrections.** The Employer(s) shall publish a schedule for the Corrections Division on a yearly basis on or before October 1 of each year. Such schedule shall set forth the shifts, days worked and days off for the upcoming year. Shift assignments shall be made in the following manner:

1. **Other Assignments.** The employer will assign employees to Administrative (Periodic Imprisonment & Training Personnel), K-9, Inmate Work Crew, PREA Compliance Officer and Court Officer work assignments. and inmate work crew assignments.
 - A minimum of Four (4) court officer work assignments ~~and other Court Officer work assignments~~ will be chosen by seniority. Employees shall express their interest in these assignments in writing.
 - Administrative (Periodic Imprisonment & Training Personnel), K-9, Inmate Work Crew, PREA Compliance Officer and inmate work crew assignments will be available to be bid on by the employees with interest in these assignments. ~~These Court Administrative, and inmate work crew assignments~~ will be filled based on seniority, experience, skills and abilities. Employees shall express their interest in the ~~administrative and inmate work crew assignments~~ above assignments in writing.
 - The Corrections K-9 Officer and PREA Compliance Officer assignments will only be open for bid once every four (4) five (5) years due to the cost associated with all the training/housing. If the K-9 Officer/ PREA Compliance Officer assignments become vacant within the four (4) five (5)

year period, the vacancy will be posted for bidding as outlined in Section 20.2.

The Employer shall post these assignments no later than the first week of September and shall continue such posting for fifteen (15) calendar days, at which time employees shall submit a request for such assignments in writing. Employee(s) chosen to fill the assignment(s) shall be exempt from the bidding process set forth in subparagraph 2 below. Should a vacancy or additional positions be needed once the selection process has been finalized, the employer shall post the available slot(s) for a period of ten (10) calendar days. Assignment(s) will be chosen in the same manner as set forth in this paragraph.

2. **General Assignments.** Each year, all of the time slots for each shift (days or nights) in the Corrections Division, will be available to be bid upon by bargaining unit employees who have completed probation. In each subsequent year of this Agreement, the list of time slots per shift shall be posted on October 17 and continue such posting for fifteen (15) calendar days, at which time the employees shall bid on the posted slots in writing. Employees will be afforded the opportunity to sign up for the open time slots in order of seniority. The employee's assigned positions as outlined in subparagraph 1 above shall be exempt from this bidding process.

Assignments to the time slots will be based upon seniority for the time slot for which he or she bid. Assignments will become effective on or before the first day of the payroll period commencing after January 1 of each successive year.

Where it is necessary to involuntarily change the shift assignment or hours of work on an employee in order to fill a vacancy resulting from a promotion, retirement, extended absence due to injury or illness, irresolvable personal conflict among employees, and/or termination; the employee with the least seniority shall be the one whose shift assignment will be changed. The Employer will first seek volunteers.

The Employer reserves the right to assign post duties to personnel on shifts in accordance to operational needs.

In the event that at the end of the selection and bidding processes set forth in this Subsection 1 and 2 above, a sufficient number of employees have not indicated an interest in the position of court officer, the employer(s) has the right to assign employees to that position, first utilizing probationary employees, then post-probationary employees based upon reverse seniority.

3. **New Shift/Assignment Schedules.** The Employer may develop new shifts or other assignments based on operational needs providing that the bidding or posting process is applied to the filling of that new shift or assignment. In this case, the bidding process may be done outside of the October 1 through October 31 time frame, but shall be open for bid for a period of ~~thirty (30)~~ **twenty-one (21)** days. In the event that a sufficient number of employees do not bid on these new shifts or the Employer(s) determine that the employee(s) who do bid are not suitable for the assignment, the Employer(s) reserve the right to reassign employees pursuant to the provisions of Section 12.8.
4. **Adjusting Schedules.** Subject to the Employer's approval, if an employee voluntarily requests a change of shift assignment for personal reasons, such as a family hardship, the employee shall be obligated to find a volunteer with whom to change. Absent a volunteer, no change will be made.

SECTION 21.2 RECALL. Employees who are laid off shall be placed on a departmental recall list for a period of **twelve (12)** ~~eighteen (18)~~ months, provided that they notify the Employer(s) in writing within five (5) business days of their layoff of their desire to be considered for recall. Employees on the departmental recall list have the obligation to keep the Employer(s) advised in writing of their current address.

If there is a vacancy which the Employer(s) decides to fill, employees who are on the recall list shall be recalled in the inverse order of their layoffs provided they are qualified to perform the work in the job classification to which they are recalled.

If an employee is recalled to a position in the same job classification and refuses it, such refusal shall terminate all further recall rights. If an employee has exercised his/her right to layoff in accordance with Article XII, Section 12.2, his/her recall rights shall not be terminated for refusal to accept a position with fewer hours than he/she previously worked. If an employee is recalled to a position in a lower rated job classification, the employee shall have the right to return to the job classification held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower-rated job classification, the employee shall have the right to refuse the recall. The Employer(s) shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are qualified to perform the specific work involved in the affected job classification and who are willing to be recalled to said Classification.

This Section shall apply to all bargaining unit employees who are in layoff status at the time of execution of this Agreement. Recall eligibility shall be calculated from the first day the employee was laid off.

SECTION 22.1 {TA as to sentence about notification to supervisors only}

- b. Sick Pay.** Sick pay is reserved for absence due to incapacitating illness or injury. Sick pay may also be used for scheduled medical and dental appointments for the employees; however they must attempt to schedule their appointments so as not to unduly disrupt the Employer's operations. The County shall, except as provided below, allow sick leave to employees only when they are sick or disabled. However, employees may utilize sick leave up to an amount that would be accrued during six (6) months at the employee's then current rate of entitlement during any calendar year in the event of an illness, injury or medical appointment of the employee's child (to include foster child), stepchild, spouse (as defined under Illinois law), domestic partner, sibling, parents, mother-in-law, father-in-law, grandchild, grandparent, stepparent or birth of the employee's child.

Employees in the Highway Department shall report illness to their supervisor not later than one (1) hour prior to the employee's scheduled starting time on the day they are ill. Employees in continuous coverage departments shall report illness to their supervisor not later than 1.5 hours prior to the employee's scheduled starting time on the day they are ill. Employees in all other departments shall notify their supervisor of illness ~~within~~ at least fifteen (15) minutes **prior to** ~~of~~ their scheduled starting time on the day they are ill. If an employee fails to give timely notice of illness under this Section, then the employee shall not be eligible to receive sick pay for the absence, unless otherwise agreed upon in a particular instance by the Employer(s). Provided, however, that an employee shall be allowed two (2) instances of untimely notification per calendar year without loss of sick pay for those instances. All employees shall call their supervisor and report on their condition every working day they are absent, unless, in a particular instance, a supervisor excuses an employee from this requirement. The Employer(s) may request, prior to granting sick pay for an absence, evidence which may be in the form of written medical certification for the absence if reasonable grounds exist to suspect abuse or if the absence has exceeded three (3) consecutive work days. Abuse of sick time is the utilization of sick pay for reasons other than those stated above.

Employees shall accrue sick pay at the rate specified in the chart below for each completed month of service, up to the maximum number of hours specified below. Employees of the Sheriff's Department will earn sick hours on the first day of each month. Applicable part-time employees at Animal Services shall accrue sick pay prorated based upon the number of hours they are regularly scheduled to work. Part-time employees at River Bluff Nursing Home, who worked at least 975 hours during the previous twelve (12) month period as of their anniversary date, shall earn sick leave hours in accordance with the following schedule, pro-rated in proportion to full-time hours, not to exceed 50% of the full-time schedule.

SICK SCHEDULE

Sick Hours Earned
per month based on
7.5 hrs/37.5 wkly

Sick Hours Earned
per month based on
8/10 hrs/40.0 wkly

Sick Hours Earned
per month based on per
8.4 hrs/42.0 wkly
12.0 hrs/84.0 Bi-wkly

7.5 hours
(Max. 1658)

8.0 hours
(Max. 1768)

8.4 hours
(Max. 1857)

The rate of pay shall be at the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the incident requiring sick pay is taken. The employee shall be allowed to carry over from year to year of continuous service any unused sick pay allowed in this Article.

Sick pay accumulation may be converted to pension service credits in accordance with Illinois Municipal Retirement Fund regulations. Sick pay accumulation shall not be converted into any other form of compensation. Accrued unused sick pay will be forfeited at time of termination or retirement except as provided herein.

Section 22.6 Bereavement Leave. When a death occurs in an employee's immediate family (defined as spouse, child, sibling, parent, step-parent, mother or father-in-law, brother or sister-in-law, grandparent or grandchild) such employee, upon request, will be excused with pay for up to three (3) consecutive scheduled work days for the purpose of attending the funeral or other related matters. In the event of death of a relative other than the employee's immediate family as defined above, an employee may utilize accrued leave, or in the absence of any other accrued leave, an employee may utilize two (2) days leave without pay, unless such absence would unduly interfere with the operating needs of the Employer(s).

Effective January 1, 2023, employees may utilize bereavement leave up to four (4) months from the date of death to attend a funeral, memorial service or celebration of life.

If the Employer(s) has reason to suspect abuse, the Employer(s) may require satisfactory evidence of the need for such absence.

SECTION 22.9 MILITARY RESERVE TRAINING AND EMERGENCY CALL UP. Any full time employee, who is a member of a reserve unit of the United States or State of Illinois, shall be allowed leave with pay as required under applicable federal and state law. Extensions without pay shall be granted for such time as may be necessary for the employee to fulfill the military obligation. Such leaves shall entail no loss of seniority or other accrued benefits. Employees returning to work following these military obligations will be returned in compliance with USERRA guidelines. It is the employee's responsibility to provide both verbal notice as soon as the employee receives it as well as written documentation, including but not limited to military orders, to the Department's designee as soon as the employee is notified regarding military reserve training or call-up.

SECTION 22.11 TIME OFF FOR UNION ACTIVITIES [Status Quo]

Local union representatives or designates may utilize any accumulated time (e.g. holiday, vacation) for Union business. If he/she has no accumulated time available, he/she may be allowed time off without pay for legitimate Union business if such time off does not substantially interfere with the operating needs of the Employer(s). In the event that such

time off is denied, the Employer(s) will provide the Union with the specific reason(s) for such denial.

Local union representatives elected to the position of Executive Board shall be released from duty with pay for the purposes of attending the monthly Executive Board meetings and/or membership meetings, however those representatives shall return to their scheduled shift upon completion of said meeting but no later than 8:30 p.m.

Bargaining unit employees elected to positions of responsibility within the Union shall be released from duty with pay for a maximum of nine (9) work days total per year for purposes of attending annual conventions and training. The Union shall determine how to divide the nine (9) work days among the eligible bargaining unit employees.

SECTION 24.13 UNION ORIENTATION.

~~The Union may have a representative participate in orientation for a period not to exceed one half hour. In the event the Human Resources Department conducts new employee orientation, the Union representative may participate for a period not to exceed one half hour.~~

When the Employer conducts new employee orientations, including group orientations, the Union may choose to conduct a Union orientation in conjunction with the new employee orientation conducted by the Employer. The Union orientation period may be for up to one (1) hour and shall take place at the location designated by the Employer and during the employees' regular working hours with no loss of regular straight time pay to the employees involved (new hires and up to one (1) Union representative).

NEW SECTION 24.14 AVAILABILITY OF CARDS.

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 25.1 Wage Rates. [for non-River Bluff employees]

1. Effective upon the signing of this Agreement, all full-time employees employed prior to January 1, 2022 and still employed on the effective date of this Agreement shall be paid a lump sum payment of \$2000 (minus applicable taxes and withholdings).
 - a. The Employer does not intend to provide non-represented employees generally an across-the-board increase for contract year 2022. However, if the Employer decides to provide the non-represented employees generally an across-the-board increase, the Employer will

provide bargaining unit employees the same increase on the same date under the same conditions.

2. Effective January 1, 2023, employees shall receive an across-the-board wage increase of 3.5%. In lieu of the across-the-board increase, an employee who is paid between \$13 and \$14 per hour will have his/her pay increased to \$14/hour, whichever is greater and an employee who is paid between \$14 and \$15 per hour will have his/her pay increased to \$15 per hour, whichever is greater.
3. Effective January 1, 2024, employees shall receive an across-the-board wage increase of 3.5%. In lieu of the across-the-board increase, an employee who is paid between \$14 and \$15 per hour will have his/her pay increased to \$15 per hour, whichever is greater.

Section 25.12 Joint Classification Study. ~~The parties agree to an annual Joint Classification Study to commence within one hundred eighty (180) days after October 1, 2009 and each contract year thereafter. Each party shall choose four (4) jobs per applicable contract year to include in the Joint Classification Study. If the parties agree to upgrade certain job classifications, the Employer(s) shall recommend to the County Board a budget for the upgrade(s) to be made effective no later than April 1 of the next calendar year. If the parties cannot agree, the dispute may be submitted to Binding Arbitration pursuant to Article V, Section 5.4.~~

~~The Arbitrator must consider the Employer(s) inability to pay argument if so raised. The parties will form committees consisting of the Human Resources Department Head or his/her designee, the Department Head for the position being studied, a Union official selected by the President of AFSCME Local 473, and an employee in the classification to be studied.~~

~~The parties agree that for the term of the Collective Bargaining Agreement effective October 1, 2017, the Joint Classification Study will be limited to the following: Dishwasher, Cook, Tray Aide, Housekeeper, Clothing Aide, Seamstress and Unit Attendant at River Bluff Nursing Home and Kennel Technician at Animal Services. The Joint Classification Study for the eight (8) jobs is to be completed and implemented by the termination date of the Collective Bargaining Agreement effective October 1, 2017.~~

~~Effective upon ratification of a successor agreement, CNAs shall be moved from the E pay grade to a new pay grade E1, which shall carry a \$1.00 per hour increase, applied in addition to any other negotiated wage increases.~~

~~Effective upon ratification of a successor agreement, Rehab CNAs shall be moved from the F pay grade to a new pay grade F1, which shall carry a \$1.00 per hour increase, applied in addition to any other negotiated wage increases.~~

At the request of the County or the Union an annual Labor Management meeting will be held to discuss job titles that may be in need of an equity adjustment.

A P P E N D I X II

		<u>Hours</u>
Facility Maintenance [North Campus & Downtown Campus]	6:00am - 2:30pm 7:00am - 3:30pm 8:00am - 4:30pm 12:00pm - 8:30pm 6:00am - 4:30pm (M – Th &/or Tu – F) 7:00am - 5:30pm (M - Th &/or Tu – F)	
Recorder	8:00am - 5:00pm -	
County Clerk	8:00am - 5:00pm	
Regional Planning & Economic Development		
	Inspectors 7:30am - 4:00pm	
<i>The hours of the Inspectors in the Regional Planning and Economic Development Department may be adjusted by mutual agreement of the employees and the Building Official to the summer schedule of 6:00 a.m.-4:30 p.m. Monday through Thursday and/or Tuesday through Friday.</i>		
	Clerical 8:00am - 5:00pm	
	Permit Specialist 8:00am - 5:00pm	
	Planner 8:00am - 5:00pm	
Supervisor of Assessments	8:00am - 5:00pm	
Highway		
	Office Monday – Friday 7:00am - 3:30pm 7:45am - 4:15pm 8:30am - 5:00pm	
	Work Crew/Summer Tuesday – Friday 6:00am - 4:30pm	
	Work Crew/Winter Monday - Friday 7:00am - 3:30pm	

Hours

Beginning with the start of the last payroll period ending in April and ending with the start of the last payroll period ending in September. By mutual agreement between the County Engineer and the Union, summer hours may be initiated and/or extended by one payroll period.

Coroner

Deputy Coroner	Office	8:00am	-	4:30pm
		6:00am	-	2:00pm
		7:00am	-	3:00pm
		9:00am	-	5:00pm
		3:00pm	-	11:00pm
		11:00pm	-	7:00am

Auditor

8:00am - 5:00pm

Treasurer

8:00am - 5:00pm

River Bluff Nursing Home

All Business Office Staff	7:00am	-	3:30pm
	7:30am	-	4:00pm
	8:00am	-	4:30pm
	8:30am	-	5:00pm
	9:00am	-	5:30pm

Activity Aides	8:00am	-	4:00pm
	11:00am	-	7:00pm
	12:00pm	-	8:00pm

C.N.A.'s	6:00am	-	2:00pm
	7:00am	-	3:00pm
	2:00pm	-	10:00pm
	3:00pm	-	11:00pm
	10:00pm	-	6:00am
	11:00pm	-	7:00am

Unit Attendants	7:00am	-	3:00pm
	2:30pm	-	10:30pm
	10:30pm	-	6:30am

Clerical Specialists	8:00am	-	4:00pm
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All Dietary Staff			
	5:45am	-	1:45pm
	6:00am	-	2:00pm
	12:00pm	-	8:00pm
Social Service Assistants & Admissions Coordinator			
	8:00am	-	4:00pm
Housekeepers			
	6:25am	-	2:25pm
	10:30pm	-	6:30am
Rehab C.N.A.'s			
	7:00am	-	3:00pm

Sheriff's Office

Security Monitor			
	7:30am	-	4:30pm
	8:00am	-	5:00pm
Records			
	8:00am	-	5:00pm
	11:00am	-	7:30pm
	3:30pm	-	12:00am
Administration Machesney Park			
	8:00am	-	4:30am
Telecommunicators			
	6:00am	-	6:00pm
	6:00pm	-	6:00 am
Correctional Officer			
	6:00am	-	6:00pm
	6:00pm	-	6:00am
Corrections: Administrative Officer & Court Guard			
	8:00am	-	5:00pm
Inmate Work Crew			
	7:00am	-	4:00pm
Corrections Canine Officer			
	3:00pm	=	12:00am
Monday		-	5:00pm
Tuesday & Wednesday	8:00am	-	12:00am
Thursday		-	5:00pm
Friday	3:00pm		
<u>One (1) Hour Kennel Time</u>			
	8:00am	=	<u>8:00am</u>
		-	<u>4:00pm</u>
<u>-One (1) Hour Kennel Time</u>			
	<u>7:00am</u>	-	<u>8:00pm</u>
	<u>8:00am</u>	-	<u>4:00am</u>
<u>PREA Compliance Officer</u>			
	<u>7:00pm</u>		
	<u>8:00pm</u>	=	<u>5:00pm</u>

8:00am

Animal Services

Office	Monday	8:30am	-	7:00pm
	Monday - Friday	8:30am	-	5:00pm
	Saturday	9:30am	-	4:00pm
Kennel	<u>Monday-Sunday</u>	7 6:00am	-	3 2:30pm
		8:30am	-	5:00pm
	<u>Monday & Wednesday</u>	6 30am	-	3 00pm
		6:30am	-	5:00pm
		6:30am	-	7:00pm
	<u>Tuesday, Thursday & Friday</u>	6 30am	-	3 00pm
		6:30am	-	5:00pm
	<u>Saturday</u>	6 00am	-	2 30pm
		6:00am	-	4:30pm
Officers	Sunday thru Saturday	7:00am	-	5:00pm
	20 min. paid meal period	12:00pm	-	10:00pm
		2:00pm	-	12:00pm
		9:30pm	-	7:30am

SCHEDULE A
GRADE ASSIGNMENT BY CLASS TITLE

Grade	Job Title
15	Electronics Technician
14	
13	Electrician HVAC Mechanic Investigator/Deputy Coroner Plumber
12	Inspector/Building & Zoning Inspector/Electrical Inspector/Plumbing and HVAC Telecommunications Dispatcher Deputy Coroner
12C	Correctional Officer

11	Lead – Parcel Maintenance Specialist Locksmith Maintenance Mechanic (Facilities) Security Monitor
10	Accountant Sr. Planner Equipment Operator Senior Highway Mechanic Lead Person – Assessments Specialist Parcel Maintenance Specialist
9	Civilian Civil Process Server Financial Assistant Animal Services Officer Highway Maintainer Senior Inventory Control Technician
8	Accountant Telecommunications Dispatcher (Animal Services) Evidence Officer Painter/Drywall Veterinary Technician
7	Maintenance Worker Sr. Payroll Technician Sr. Permit Specialist
6	Account Technician *Account Technician Administrative Secretary (except Highway Department) Assessment Specialist Legal Description Writer *Rehab Certified Nursing Assistant
5	Administrative Clerk *Administrative Clerk Admissions Coordinator *Certified Nursing Assistant (CNA) Kennel Technician *Social Services Assistant
4	*Maintenance Worker Assistant
3	*Activity Aide Courier

2

*Cook

1

*Clothing Aide

*Dishwasher

Dishwasher – Part-time (Animal Services only)

*Housekeeper

*Seamstress

*Tray Aide

*Unit Attendant

*

Check Appendix IIIA for starting rates of employees assigned to work primarily at River Bluff Nursing Home.

**Memorandum of Agreement
Between
The County of Winnebago and the
American Federation of State County and Municipal Employees**

Tentative Agreement for River Bluff - January 17, 2023

The County of Winnebago ("County") and the American Federation of State, County and Municipal Employees AFL-CIO, Illinois Council 31 for and on behalf of Local 473 ("AFSCME" or "Union") are parties to a Collective Bargaining Agreement ("CBA") effective through September 30, 2021.

1. The parties are in the process of bargaining a new successor collective bargaining agreement (CBA).
2. During bargaining, certain issues have arisen in the interim creating challenges in recruiting and certain funds have become available in the way of subsidies that allow the County to address wages for certain River Bluff employees (CNA's) in a manner differently from the wages increases for the remainder of the bargaining unit and the other River Bluff employees. Certain grants have also become available for the County to utilize to pay for lump sum payments and/or increases to the employees employed at River Bluff in a manner that would not otherwise be possible without these outside sources of funds. These increases are intended as an effort to enhance retention and recruitment, reduce reliance on agency services and/or compensate employees for work during the pandemic.
3. In light of the above, the parties agree to address wages for the Certified Nursing Assistants (CNAs) and the Rehabilitation Nursing Assistant (Rehab CNAs) as follows effective April 1, 2023:

Appendix IIIA for the CBA for Grade E1, Certified Nursing Assistant:

Less than one year - \$16.50

Completion of 1 Continuous* Year- \$18.00

Completion of 2 Continuous Years- \$19.00

Completion of 3 Continuous Years - \$20.00

Completion of 4 Continuous Years - \$21.00

Completion of 5 Continuous Years - \$22.50

Completion of 6 or more Continuous Years - \$24.00

*Continuous Years = Continuous Years of Service as a Certified Nursing Assistant

Appendix IIIA for the CBA for Grade FI, Rehabilitation CNA

Less than one year - \$17.48

Completion of 1 Continuous* Year- \$18.98

Completion of 2 Continuous Years- \$19.98

Completion of 3 Continuous Years - \$20.98

Completion of 4 Continuous Years - \$21.98

Completion of 5 Continuous Years - \$23.48

Completion of 6 or more Continuous Years - \$24.98

These wage increases for CNAs and Rehabilitation CNAs shall be in lieu of any other negotiated wage increases to the base pay for the first two years of the successor Agreement for any other employees negotiated between the parties, except as provided herein. Employees who have an hourly rate in excess of the schedule set forth above shall be grandfathered at the higher rate of pay and receive the same across the board increase as other employees in the bargaining unit for contract year 2022. Further, the Union agrees to withdraw with prejudice any other proposals to enhance any other benefits for the CNAs or Rehabilitation CNAs for this successor negotiation.

These base wage increases are contingent upon approval of Healthcare and Family Services that the increases comply with the terms of the subsidy program being offered. The program is contingent upon receipt of the referenced subsidies and should the programs cease to be funded, the County reserves the right to unilaterally revert to a wage schedule that would have otherwise been in effect.

4. In addition, a market analysis has indicated that three River Bluff positions warrant an adjustment. As such, the parties agree that on a non-precedential basis as to wage increases for any other employee group, effective January 1, 2023, the starting rate for the following positions will be increased as follows:

- Account Technician (Grade F) -\$13.39 to \$15.00
- Social Service Assistant (Grade E to F) – 12.42 to \$15.00

In addition, all employees employed in that classification effective on that same date will receive a corresponding increase in pay. These wage increases shall be in lieu of any other negotiated wage increases effective January 1, 2023 for any other employees negotiated between the parties, except as provided herein.

5. The parties understand and agree that certain positions outlined below will be re-titled, and the parties will file a unit clarification petition reflecting the following

changes that are occurring as part of a reorganization that merges the River Bluff financial staff with the County Business office: The following titles will be re-titled as set forth below:

- Accountant to Reimbursement Specialist (Grade 8)
 - Accountant to Reimbursement Specialist Medicaid (Grade 8)
 - Account Technician to Accounts Payable Clerk (Grade F)
6. The Union acknowledges that as part of this reorganization, one Account Technician position will be eliminated. In an effort to enhance accountability and allow River Bluff to become financially viable, that position will be reauthorized as a Staff Accountant, a professional employee excluded from the bargaining unit and the unit definition will reflect such exclusion.
7. In addition, effective upon the signing of this Agreement, all full-time employees employed at River Bluff prior to January 1, 2022 and still employed on the effective date of this Agreement shall be paid a lump sum payment of \$2000 (minus applicable taxes and withholdings).
8. Effective January 1, 2023, employees employed at River Bluff (except as otherwise set forth herein) shall receive an across-the-board wage increase of 3.5%. In lieu of the across-the-board increase, an employee who is paid between \$13 and \$14 per hour will have his/her pay increased to \$14/hour, whichever is greater and an employee who is paid between \$14 and \$15 per hour will have his/her pay increased to \$15 per hour, whichever is greater.
9. Effective January 1, 2024, employees employed at River Bluff shall receive an across-the-board wage increase of 3.5%. In lieu of the across-the-board increase, an employee who is paid between \$14 and \$15 per hour will have his/her pay increased to \$15 per hour, whichever is greater.

County of Winnebago

**American Federation of State County
and Municipal Employees**

By: _____

By: _____

Dated: _____

Dated: _____



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: February 2, 2023
Resolution Title: Resolution Authorizing Execution of a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council Representing Deputies in the Office of the Winnebago County Sheriff
County Code: Not Applicable
Board Meeting Date: February 9, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: Within budgeted amount

Background Information: The Illinois Fraternal Order of Police Labor Council and the bargaining team for the County and the Sheriff have tentatively agreed to a successor collective bargaining agreement for a three-year term of October 1, 2022, through September 30, 2025.

Recommendation: Staff concurs.

Contract/Agreement: See attached.

Legal Review: Yes.

Follow-Up: Execute new successor collective bargaining agreement with FOP.

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR
COUNCIL REPRESENTING DEPUTIES IN THE OFFICE OF THE WINNEBAGO
COUNTY SHERIFF**

WHEREAS, the County of Winnebago and the Winnebago County Sheriff have a collective bargaining agreement with Illinois Fraternal Order of Police Labor Council which represents the Deputies in the office of the Winnebago County Sheriff; and

WHEREAS, the previous collective bargaining agreement with Illinois Fraternal Order of Police Labor Council expired on September 30, 2022; and

WHEREAS, Illinois Fraternal Order of Police Labor Council and the representatives of the County and of the Sheriff have been bargaining a successor collective bargaining agreement to replace the expired agreement; and

WHEREAS, Illinois Fraternal Order of Police Labor Council and the bargaining team for the County and the Sheriff have tentatively agreed to a successor collective bargaining agreement subject to the approval of the County Board; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the terms of the proposed collective bargaining agreement; and

WHEREAS, the Finance Committee recommend that the full County Board accept and approve the terms of the collective bargaining agreement between Illinois Fraternal Order of Police Labor Council and the County of Winnebago and the Winnebago County Sheriff as summarized in the attachment to this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the collective bargaining agreement between Illinois Fraternal Order of Police Labor Council and the County of Winnebago and the Winnebago County Sheriff be approved and that the Chairman of the County Board of Winnebago County and the Winnebago County Sheriff execute any documents necessary for implementation of said collective bargaining agreement.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Administrator, the Winnebago County Sheriff and the Illinois Fraternal Order of Police Labor Council.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENTS

Tendered on January 18, 2023

ARTICLE 32 DURATION AND TERM OF AGREEMENT

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This Agreement shall be effective as of the first day of October, 2019 2022 and shall remain in full force and effect until 11:59 p.m. on the 30th day of September, ~~2022~~ 2025. It 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 the Agreement. In the event such a notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date.

Notwithstanding any provision of this Article or this Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

SIDE LETTERS

Agree to continue all side letters still in effect (to be compiled and finalized)

SECTION 6.10 REQUIRED OVERTIME

The Sheriff or his designee(s) shall have the right to require overtime work, and officers shall not refuse overtime assignments. Except in emergencies or where the Employer has less than two hours notice of the circumstances resulting in the need to assign overtime, the Sheriff or his designee(s) shall make reasonable efforts to obtain volunteers for overtime assignments by utilizing the provisions of Section 6.13 before assigning required overtime work. The Sheriff or

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his designee(s) will assign overtime on a reverse length of service basis. However, volunteers will not necessarily be selected for work in progress being performed by a specific officer. Also, specific officers may be selected for special assignments based upon special skill, ability or experience they may possess. Deputies assigned to the administrative schedule who are mandated or volunteer to work a holiday shall receive time and a half for all hours worked on a holiday.

An employee shall provide the Employer(s) with his/her current telephone number and residential address.

SECTION 6.9 TRAINING TIME

Each employee will be required to attend up to 40 hours of training per year. For each employee working the 12 hour shift, the Employer agrees to pay the first 24 hours (three training days) at straight time. The two remaining training days (up to 16 hours) will be paid at straight time or the officer will be scheduled to attend during their normal working hours. This provision will apply to no more than 5 individual days. This is to address platoon training days which are scheduled during an employee's normal day off.

Upon completion of the shift bidding process as provided in Section 6.3(b) and prior to December 31st, the employer will establish a minimum of 24 hours (three training days) of the annual retraining scheduling for the following year. ~~Employees will be able to select the dates they choose to attend each of the annual retraining dates according to seniority and available space for that respective training session.~~ Employees will be assigned by Platoon Schedule. Once all requests are submitted and the annual retraining schedule is complete, it will be posted by the employer. The annual retraining dates are mandatory and employees must attend on their

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scheduled dates. If exigent circumstances exist and the employee is unable to attend during their scheduled time, the employee shall attend during a different week determined by the employer.

The Employer(s) shall not adjust an employee's regular shift schedule in order to avoid overtime consequences as a result of an employee's attendance at a training session of two (2) days of less in duration. For training sessions in excess of two (2) days, the Employer(s) reserve the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 6.4.

SECTION 17.4 SHIFT DIFFERENTIAL

Effective October 1, ~~2022, 2000, \$.75 cents~~ \$1.00 per hour shift differential shall be paid employees who work on night shifts starting after 12:00 p.m. (with the understanding that if the night shift starting times are made earlier than 12:00 p.m., the differential still applies).

SECTION 17.1 WAGE SCHEDULE

1. Effective October 1, 2022 ~~2019~~, all employees shall receive a 3.5% increase in their regular hourly rate of pay.
2. Effective October 1, 2023 ~~2020~~, all employees shall receive a 3.5% increase in their regular hourly rate of pay.
3. Effective October 1, 2024 ~~2021~~, all employees shall receive a 3.5% increase in their regular hourly rate of pay.
4. The employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix B.

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SECTION 19.3 COSTS FOR FULL-TIME EMPLOYEES [INSURANCE]

The employee shall pay for the cost of health and dental coverage according to the following schedule, the remainder shall be paid by the Employer:

Employee Annual Costs

~~Effective 10/1/19 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand seven hundred dollars (\$1,700) annually for single coverage and four thousand three hundred seventy five dollars (\$4,375) annually for family coverage.~~

~~Effective 1/1/21 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand eight hundred dollars (\$1,800) annually for single coverage and four thousand four hundred fifty dollars (\$4,450) annually for family coverage.~~

~~Effective 1/1/22 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand nine hundred dollars (\$1,900) annually for single coverage and four thousand five hundred dollars (\$4,500) annually for family coverage.~~

Effective 10/1/22 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand nine hundred dollars (\$1,900) annually for single coverage and four thousand five hundred dollars (\$4,500) annually for family coverage.

Effective 1/1/24 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of two thousand dollars (\$2,000) annually for single coverage. three thousand six hundred sixty dollars (\$3,660) for employee plus one

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coverage, and four thousand five hundred seventy-five dollars (\$4,575) annually for family coverage.

Effective 1/1/25 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of two thousand dollars (\$2,000) annually for single coverage, three thousand six hundred sixty dollars (\$3,660) for employee plus one coverage, and four thousand five hundred seventy-five dollars (\$4,575) annually for family coverage.

Employees who elect to participate in the Employee Wellness Program in ~~2020~~23 and complete the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period in ~~2020~~23. Employees who elect to participate in the Employee Wellness Program in ~~2020~~23, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate beginning on April 1, ~~2020~~23, totaling \$100 if the Employee completes the requirements and \$200 if the Employee and a covered spouse complete the requirements. The same incentives for participation in the Employee Wellness Program will be offered in ~~2021 and 2022~~ 2024 and 2025.

Premiums paid by the individual employee under this Section shall be deducted from the employee's paycheck.

Any employee that elects either individual or dependent health and dental insurance coverage shall enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s); provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his//her Social Security

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earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

Deductibles, out of pockets and co-pays for medical services other than prescription drugs shall be as follows throughout this Agreement:

FOR PPO PLANS:

Effective 10/1/19 through 12/31/20

For Single coverage: \$700
For Dependent coverage: \$700 per person with a
Maximum of \$1500 per family
Maximum Out-of-Pocket: \$1250 Single Coverage
\$3350 Family Coverage

This option shall merge with the POS (co-payment plan) effective January 1, 2021.

POS (CO-PAYMENT) PLANS:

Effective 10/1/19 through 12/31/20

For Single coverage: \$250
For Dependent coverage: \$250 per person with a
Maximum of \$500 per family
Co-Payments:
Primary Care Visit \$20
Specialist Care Visit \$25
Maximum Out-of-Pocket: \$1650 Single Coverage
\$3300 Family Coverage

Effective 1/1/21

For Single coverage: \$500
For Dependent coverage: \$500 per person with a
Maximum of \$1000 per family
Co-Payments:
Primary Care Visit \$20
Specialist Care Visit \$25

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Maximum Out of Pocket: \$1000 Single Coverage
\$3000 Family Coverage

Effective 1/1/22

For Single coverage: \$750

For Dependent coverage: \$750 per person with a
Maximum of \$1500 per family

Co-Payments:

Primary Care Visit \$20

Specialist Care Visit \$25

Maximum Out of Pocket: \$1250 Single Coverage
\$3350 Family Coverage

Effective 10/1/22 through 12/31/24

For Single coverage: \$750

For Dependent coverage: \$750 per person with a
Maximum of \$1500 per family

Co-Payments:

Primary Care Visit \$20

Specialist Care Visit \$25

Maximum Out-of-Pocket: \$1250 Single Coverage
\$3350 Family Coverage

Effective 1/1/25

For Single coverage: \$750

For Dependent coverage: \$750 per person with a
Maximum of \$1500 per family

Co-Payments:

Primary Care Visit \$20

Specialist Care Visit \$30

Maximum Out-of-Pocket: \$1250 Single Coverage
\$3350 Family Coverage

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DENTAL BENEFITS

Effective 10/1/19 10/1/22

Deductible for single coverage: \$50
Deductible for family coverage: \$150
Maximum benefits per calendar year: \$2000

PRESCRIPTION DRUGS

Effective 10/1/19

Generic drugs: \$17 or best daily price
Preferred brand drugs: \$21 plus 20%
Non-preferred brand drugs: \$23 plus 30%
Maximum Out-of-Pocket: \$2250 Single Coverage
\$4500 Family Coverage

Effective 10/1/22

Generic drugs: \$17 or best daily price
Preferred brand drugs: \$21 plus 20%
Non-preferred brand drugs: \$23 plus 30%
Maximum Out-of-Pocket: \$2250 Single Coverage
\$4500 Family Coverage

Effective 1/1/24

Generic drugs: \$17 or best daily price
Preferred brand drugs: \$23 plus 20%
Non-preferred brand drugs: \$25 plus 30%
Maximum Out-of-Pocket: \$2500 Single Coverage
\$4500 Family Coverage

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Mail order prescriptions will be available in 90 day increments. The co-pay for the mail order prescriptions will be two (2) times the cost of the co-pay for each category of the medications as outlined above. Employees will also have the option of picking up 90 day supplies of prescription drugs at a local pharmacy selected by the Employer at a cost of three (3) times the cost of the co-pay for each category of the medications as outlined above. The maximum out-of-pocket per calendar year are over and above the co-pays for prescription drugs per employee or dependent.

EFFECTIVE JANUARY 1, 2024:

1. Change in the tier structure from 2 tier (EE / FAM) to 3 tier (EE / EE+1 / FAM)
2. Waiting period reduced to the first of the month following 30 days of employment (See Section 19.1 below)

SECTION 19.1 INSURANCE COVERAGE

The Employer shall, for the life of this Agreement, continue in effect the basic level of coverage to full-time employees and eligible part-time employees per Patient Protection and Affordable Care Act (PPACA) guidelines now provided by the Employer for hospital and major medical insurance, and dental insurance for full-time employees. Except as provided in Section 19.2 below, the Employer retains the right to change to or from a self-insurance program and/or to change coverages as long as the basic level of benefits to the employee remains substantially the same.

Effective October 1, 2022 through December 31, 2023, in order to be eligible to receive insurance benefits pursuant to the provisions of this Section 19, employees and their dependents, which includes spouses as defined under Illinois law, must apply within the first ninety (90) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying

event, whichever is applicable. Effective January 1, 2024, in order to be eligible to receive insurance benefits pursuant to the provisions of this Section 19, employees and their dependents, which includes spouses as defined under Illinois law, must apply by the first (1st) of the month following thirty (30) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable.

The age qualifier for dependent children will follow applicable State and Federal laws.

Part-time employees are eligible for health insurance coverage per PPACA guidelines, but are not eligible for dental or life insurance coverage.

The parties to this Agreement acknowledge that during its term, changes of permissible health care benefits under federal law are likely to occur. During the time this Agreement is in place, should changes in federal law make any health care benefit(s) provided in Article 19 impermissible under federal law, the parties agree, upon written notice of one party to the other, to set a meeting within thirty (30) days of the notice, in order to negotiate changes to the Agreement to address the impermissible benefits(s). Those newly negotiated changes shall be binding on the parties for the remainder of this Agreement.

EMPLOYER WILL WITHDRAW THE FOLLOWING PROPOSALS:

SECTION 6.4 (a)(3) ADJUSTING SCHEDULES

SECTION 11.4 VACATION SCHEDULING

UNION WILL WITHDRAW THE FOLLOWING PROPOSALS:

ARTICLE 17 WAGES (Matrix)

ARTICLE 6.18 HAZARDOUS DUTY PAY [Field Training Officers]

ARTICLE 6.18 HAZARDOUS DUTY PAY [K-9 and accident reconstruction]

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SECTION 6.10 REQUIRED OVERTIME [Monthly posting]

SECTION 6.3 (D) NORMAL WORKDAY AND WORK PERIOD- Current Schedules

NEW SECTION [Crisis Intervention]

NEW SECTION RETENTION BONUS

SECTION 6.9 TRAINING TIME

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Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: February 2, 2023
Resolution Title: Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of The County of Winnebago, Illinois
County Code: Not Applicable
Board Meeting Date: February 9, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:
If not, explain funding source: N/A		
ORG/OBJ/Project Code:		Budget Impact: Within budgeted amount

Background Information: The Administration for the County of Winnebago, Illinois (County), has determined that wage increases for County non-bargaining unit employees is appropriate. It is recommended that the Finance Committee and County Board accept and approve the across the board increases for non-bargaining unit employees of the County of Winnebago, Illinois of 3.5% effective on January 1, 2023 and January 1, 2024 and reinstatement of the one percent (1%) longevity pay.

Recommendation: Staff concurs.

Contract/Agreement: N/A

Legal Review: Yes.

Follow-Up: N/A

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING WAGE INCREASES FOR NON-BARGAINING UNIT
EMPLOYEES OF THE COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, the Administration for the County of Winnebago, Illinois (County), has determined that wage increases for County non-bargaining unit employees is appropriate; and

WHEREAS, the Finance Committee of the County Board of Winnebago County, Illinois recommends the full County Board accept and approve across the board wage increases for County non-bargaining unit employees of 3.5% effective on January 1, 2023 and on January 1, 2024; and

WHEREAS, the Finance Committee further recommends reinstating the one percent (1%) longevity pay for County non-bargaining unit employees effective January 1, 2023; and

WHEREAS, the Finance Committee and County Board values providing consistent wage increases for represented and non-represented employees.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois does hereby approve the across the board increases for non-bargaining unit employees of the County of Winnebago, Illinois of 3.5% effective on January 1, 2023 and January 1, 2024 and reinstatement of the one percent (1%) longevity pay.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Finance Department and Director of Human Resources.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS