

# COUNTY OF KENDALL, ILLINOIS

## Admin & HR Committee

County Office Building

County Board Rooms 209-210

111 W. Fox Street, Yorkville IL 60560



Thursday, February 4, 2016 at 9:00a.m.

### MEETING AGENDA

1. **Call to Order**
2. **Roll Call:** John Purcell, John A. Shaw (Vice Chair), Lynn Cullick (Chair), Judy Gilmour, Dan Koukol
3. **Approval of Agenda**
4. **Approval of Minutes from January 26, 2016 Meeting**
5. **Monthly Reports**
  - a. **CBIZ Update**
  - b. **County Administrator**
    - *Recommend Approval of Inter-Agency Agreement between the Illinois State Police and Kendall County for fingerprint-based Criminal History Record Information*
    - *Review Health Benefit Enrollment*
  - c. **Department Heads and Elected Officials**
6. **Old Business**
  - *Meeting Time Change*
  - *Organization Charts Discussion*
7. **New Business**
  - *Employee Handbook*
8. **Action Items for County Board**
9. **Public Comment**
10. **Executive Session**
11. **Adjournment**

**COUNTY OF KENDALL, ILLINOIS**  
**ADMINISTRATION HUMAN RESOURCES COMMITTEE**  
**County Office Building**  
**County Board Rooms 209-210**  
**111 W. Fox Street, Yorkville IL**  
**Meeting Minutes**  
**Tuesday, January 26, 2016**

**CALL TO ORDER**

The meeting was called to order by Admin HR Committee Chair Lynn Cullick at 5:30p.m.

**ROLL CALL**

Committee Members Present: Dan Koukol – present, Lynn Cullick - here, Judy Gilmour – here, John Purcell = yes, John Shaw - here

Others present: Scott Koeppel, Jeff Wilkins

**APPROVAL OF AGENDA:** Member Gilmour made a motion to approve the agenda as presented, second by Member Shaw. **With all in agreement, the motion carried.**

**APPROVAL OF MINUTES:** Member Gilmour made a motion to approve the January 7, 2016 meeting minutes, second by Member Koukol. **With all in agreement, the motion passed.**

**MONTHLY REPORTS**

- a. **Department Heads and Elected** – Scott Koeppel reported that the ad for aerial photography bids was placed last week, and that he will bring the bids to the committee for further discussion and a decision on whether to proceed with the aerials.

Mr. Koeppel also reported that Technology Services continues working on the 708 Mental Health Board website, and that they assisted with the development of the new Health Department website as well.

**OLD BUSINESS**

- *Resolution to Change the Length of Time a Journal Copy of Email is kept by Technology Services* – Scott Koeppel reviewed the proposed resolution with the committee, and stated that it will go to the State’s Attorney’s office for review prior to going to the county Board for final approval. There was consensus that the documents be reviewed by the State’s Attorney’s office, and then to the Committee of the Whole for further discussion.
- *Approval of a Form to Request Archived Emails from the Journal Copy* – Mr. Koeppel stated that this proposed form would be used by the Technology department as a record of any request for emails from the journal copy by someone other than the original email recipient. There was consensus that the documents be reviewed by the State’s Attorney’s office, and then to the Committee of the Whole for further discussion.

## NEW BUSINESS

- *Insurance Discussion* – Discussion on the need for obtaining bids from other vendors for the County healthcare, and the timing of researching other vendors, and gathering information on other plan options.

Jeff Wilkins will contact Blue Cross Blue Shield and ask if they are willing to provide the County's plan information to multiple brokers. Mr. Wilkins also offered to create an RFP for insurance vendor bids, if the committee decided they wanted one to be posted. There was consensus that they committee will wait for further results from negotiations.

- *County Organizational Chart* – Chair Cullick asked the committee to review the current department organizational charts provided. Discussion on “chain of command” issues with some departments, and the confusion of who supervises which employees. The committee will continue to review the organization charts, and discuss further changes needed at the February 4, 2016 meeting.

- *Employee Handbook* – Item tabled to a future meeting

**EXECUTIVE SESSION** – None needed

**ITEMS FOR COMMITTEE OF THE WHOLE** - None

**ACTION ITEMS FOR COUNTY BOARD** - None

**PUBLIC COMMENT** – None

**ADJOURNMENT** – Member Gilmour moved to adjourn the meeting at 7:06p.m., Member Purcell seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary



**STATE OF ILLINOIS  
ILLINOIS STATE POLICE  
INTER AGENCY AGREEMENT BETWEEN  
THE ILLINOIS STATE POLICE**

**AND**

County of Kendall - Administrative Services

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Requesting Organization (User)

**The Illinois State Police (hereinafter "ISP") acting as the state central repository for Criminal History Record Information (hereinafter "CHRI") and the User, hereby agree to the following terms, provisions, and conditions:**

**I. Purpose:**

- (1) ISP, in its capacity as the state central repository, has the authority to provide CHRI, pursuant to the applicable Illinois Compiled Statute, and be paid for its expenses. This Interagency Agreement (hereinafter "Agreement") establishes the terms of the relationship.

**II. Effective Date:**

- (1) This agreement will commence upon execution of the signature of the Director of the Illinois State Police and continues unless canceled by either party upon thirty (30) days written notice.

**III. Services the ISP agrees to provide to User:**

- (1) Fingerprint-based Criminal History Record Information authorized by law to be released.

**IV. Duties of User:**

User agrees to undertake and perform the following duties:

- (1) User will request applicants submit fee applicant fingerprint cards, via a live scan vendor, for processing by ISP through its files. Manual fee applicant cards (IL 493-0696) will be accepted in those instances where live scan transmissions cannot be used.

- (2) User shall submit FBI fee applicant fingerprint cards for submission to the Federal Bureau of Identification's Criminal Justice Information Services (CJIS) Division through the ISP.
- (3) User shall be responsible for checking the quality and completeness of all manual forms submitted by their Agency or Department to ensure they are legible and properly completed. Forms deemed to be incomplete may be returned unprocessed.
- (4) User shall cooperate with and make its records available to ISP/FBI for the purpose of conducting periodic audits to ensure User's compliance with all laws, rules, and regulations regarding the processing of CHRI furnished by ISP to User.
- (5) User agrees to keep such records as ISP may direct in order to facilitate such audits. At a minimum, User shall log all dissemination of ISP/FBI CHRI received from ISP and/or the FBI. This log must include the identities of persons or agencies to whom the information is released, the name of the requester, the authority of the requester, the purpose of the request, the identity of the individual to whom the information relates, and the date of the dissemination. Such log shall be retained for a period of three (3) years.
- (6) User shall be responsible for the physical security of ISP/FBI CHRI under its control or in its custody and shall protect such information from unauthorized access, disclosure and dissemination.
- (7) User shall limit dissemination of CHRI to statutorily authorized parties and ensure such authorized parties agree to provide the same protection and physical security of CHRI as agreed to by User.
- (8) When CHRI is no longer required by User, data shall be destroyed by User through shredding or burning of paper documentation and/or deletion of electronic CHRI from User's databases.
- (9) The User shall comply with all the provisions of Criminal Identification Act (20 ILCS 2630/1, et seq).
- (10) Payments for services rendered by ISP pursuant to the terms of this Interagency Agreement shall be paid in full not later than forty-five (45) calendar days from the last date of the billing cycle. Failure to pay on a timely basis could result in an interruption of services rendered by ISP.
- (11) User shall comply with all provisions outlined in Addendum 1 if User is providing live scan fingerprinting services as part of this Interagency Agreement.
- (12) User shall report in writing to the ISP any changes in agency contact information, and initiate a new user agreement for Chief Administrator(s) name change.

**V. Duties of ISP:**

ISP agrees to undertake and perform the following duties:

- (1) ISP shall process, in a timely fashion, all ISP/FBI fee applicant cards submitted by User.
- (2) ISP agrees to forward, in a timely fashion, FBI applicant fingerprint cards to the FBI's Criminal Justice Information Services (CJIS) Division.
- (3) ISP shall, if requested, assist User in the interpretation or translation of any CHRI requiring clarification.
- (4) ISP shall conduct an annual review in order to determine the level of fees to be established to cover the cost of processing criminal record inquiries. ISP fees shall be based upon the cost of providing CHRI services, as required by law. User shall be notified of any change in ISP fees. Pursuant to notification by ISP, any new ISP fee established shall replace the ISP fee identified in Appendix A.
- (5) Fingerprint submission procedures established by the FBI are subject to change and ISP shall advise User immediately of any changes promulgated by the FBI.
- (6) ISP will notify User if fee applicant fingerprint cards are of insufficient fingerprint quality. Background checks can not be processed for fee applicant fingerprint cards containing insufficient fingerprint quality. The User may request the applicant resubmit a new completed fingerprint card for reprocessing by ISP with the appropriate fee.

**VI. General Provisions**

- (1) ISP agrees to notify User sixty (60) days prior to making changes in rules, procedures, and policies adopted by it and incorporated in this agreement. Changes in the rules, procedures, and policies originating with federal and state executive order, congressional or state legislative enactment, or by court decision shall be initiated as required by law.
- (2) The current fee schedule is reflected in Appendix A. This agreement may be amended by the mutual consent of both parties at anytime during its term. Amendments to this Agreement shall be in writing and signed by both parties or their authorized representatives. Modifications of the fee amounts in Appendix A will be implemented upon written notification from ISP to User.



## Appendix A

**AUTHORIZATION:** ISP will provide User with CHRI pursuant to and limited by:  
20 ILCS 2630/et seq

**FEES:** Services performed by ISP will be based upon the following fee schedule:

\$34.75	Each original set of Fee Applicant fingerprint cards (1-ISP & 1-FBI) submitted manually.
\$29.75	Each set of Fee Applicant fingerprint images (1-ISP & 1-FBI) submitted electronically.
\$20.00	Each ISP Fee Applicant fingerprint card submitted manually
\$15.00	Each ISP Fee Applicant fingerprint card submitted electronically.
\$14.75	Each FBI Applicant fingerprint card submitted manually or electronically.
\$10.00	Each re-submission of ISP/FBI Fee Applicant fingerprints as a result of an unclassifiable fingerprint card.

**NOTICES:** All notices shall be effective on the date of posting with the U. S. Postal Service and shall be addressed as follows:

**ISP:**

Illinois State Police  
Bureau of Identification  
260 North Chicago Street  
Joliet, Illinois 60432- 4072

**USER:**

County of Kendall - Admin Services  
\_\_\_\_\_  
Agency  
111 W. Fox St, Yorkville IL 60560  
\_\_\_\_\_  
Street Address, City, State Zip  
630-553-4205  
\_\_\_\_\_  
Telephone Number  
630-553-4214  
\_\_\_\_\_  
Fax Number  
gcampos@co.kendall.il.us  
\_\_\_\_\_  
E-mail Address



### **Addendum 1**

*(Addendum I to be utilized in conjunction with ISP Interagency Agreement for the sole purpose of utilizing live scan fingerprinting services)*

#### **Purpose:**

Governmental agencies or other legal entities (hereinafter “Users”) have a need for live scan fingerprinting services in order to perform their licensing and employment responsibilities. Vendors may be utilized by such Users to provide live scan fingerprinting services and have the fingerprint images forwarded to the ISP for processing. ISP, in its capacity as the state central repository, has the authority to provide CHRI, pursuant to the applicable Illinois Compiled Statute, and be paid for its expenses. This Addendum establishes the terms of the relationship.

#### **Services ISP Agrees to Provide:**

ISP agrees to accept and process live scan fingerprint images submitted in the form and manner prescribed by ISP.

#### **Duties of User:**

User agrees to undertake and perform the following duties:

- (1) User agrees to capture and transmit all fingerprint images to the ISP using live scan equipment certified by the Federal Bureau of Investigation (FBI). The fingerprint images and demographic data must be submitted in the form and manner required by ISP/FBI, including the electronic transfer of fingerprint and demographic data to the ISP NATMS/AFIS system via a network connection as defined by the ISP/FBI. All fingerprint and demographic data transmitted must be encrypted at all times using FBI encryption standards.
- (2) User agrees to comply with all ISP/FBI certification standards and procedures, which includes but is not limited to certification of live scan equipment, audits of live scan transmissions to the ISP/FBI.
- (3) User agrees to take appropriate action to ensure each live scan transmission is sent to ISP successfully and passes all ISP live scan edits, conforming to the most recent ISP Electronic Fingerprint Submission Specifications (EFSS). In the event the electronic fingerprint specifications are modified, the user agrees to make any changes necessary to meet the new specifications within thirty (30) days of notification.





**Kendall County**  
**Office of Administrative Services**  
111 West Fox Street  
Yorkville, Illinois 60560

February 2, 2016

Re: **Health benefit enrollment**

- 1) Total County employees (excluding employees ROE, KenCom, Forest Preserve, etc) - 344
- 2) County employees enrollment by plan

2/1/2016

BAE Employee	49
BAE Family	36
PPO Employee	17
PPO Family	9
H.S.A. - Emp	63
H.S.A. - Fam	73

Total Enrolled 247

- 3) Total County Union employees - 144
- 4) Union employees enrolled - 121
- 5) Union employees currently enrolled by plan

2/1/2016

	Totals
PPO Single	15
PPO Family	9
HSAs Single	16
HSAs Family	37
HMO Single	20
HMO Family	24
Totals	121

- 6) Union employees changed enrollment to H.S.A plans for 2016 (single and family)
  - 3 HMO Family to HSA Family
  - 9 PPO Family to HSA Family
  - 1 PPO Single to HSA Single
  - 1 no coverage to HSA Single
  - None changed from H.S.A plan
- 7) Union employees changed enrollment to HMO
  - 1 PPO Single to HMO Single
  - 1 PPO Family to HMO Family

## MONTHLY MEDICAL INSURANCE REPORT

January 31, 2016

Blue Cross	<u>Jan-15</u>	<u>Feb-15</u>	<u>Jan-16</u>	<u>Feb-16</u>	Annual Cost Plan per EE	<u>Others</u>
BAE Employee	56	54	55	55	\$9,230.38	6
BAE Family	45	46	42	42	\$23,075.38	6
PPO Employee	57	58	16	17	\$12,134.63	0
PPO Family	37	36	14	12	\$29,065.22	3
H.S.A. - Emp	33	33	73	72	\$8,026.48 *	9
H.S.A. - Fam	51	53	79	79	\$19,063.20 *	6
Total Enrolled	<u>279</u>	<u>280</u>	<u>279</u>	<u>277</u>		<u>30</u>
Dental EE		163				41
Dental Family		178				26
Total Enrolled		<u>341</u>				<u>67</u>

**Premiums and headcount paid as of monthly report date**

- \* Does not include ER HSA contribution  
 Others Include ROE, KEN COM, Forest Preserve, COBRA, and Retirees

**FY 16 MONTHLY MEDICAL INSURANCE INVOICES**

	12/31/2015	1/31/2016	2/28/2016	3/31/2016	4/30/2016	5/31/2016	6/30/2016	7/31/2016	8/31/2016	9/30/2016	10/31/2016	11/30/2016	Totals
BlueCross Medical Premium	\$ 347,954	\$ 339,151											\$ 687,105
Lincoln Life Dental Premium	22,476	23,220											\$ 45,696
Lincoln Life Premium	726	732											\$ 1,458
Health Savings Account	343,500	-											\$ 343,500
<b>TOTALS</b>	<b>\$ 714,657</b>	<b>\$ 363,103</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,077,759</b>

**FY 15 MONTHLY MEDICAL INSURANCE INVOICES**

(BUDGETED: \$4,747,400) \* 91.4% of Budget

	12/31/2014	1/31/2015	2/28/2015	3/31/2015	4/30/2015	5/31/2015	6/30/2015	7/31/2015	8/31/2015	9/30/2015	10/31/2015	11/30/2015	Totals
BlueCross Medical Premium	\$ 315,655	\$ 322,904	\$ 323,368	\$ 321,771	\$ 328,759	\$ 329,521	\$ 318,882	\$ 322,074	\$ 319,795	\$ 313,546	\$ 313,232	\$ 323,642	\$ 3,853,148
Met Life Dental Premium	22,281	22,179	22,235	22,772	22,897	22,601	22,372	22,315	22,077	22,043	22,099	22,293	\$ 268,164
Lincoln Life Premium	718	730	743	742	759	747	737	732	726	730	736	729	\$ 8,829
Health Savings Account	16,375	17,375	17,000	17,000	18,000	18,125	17,500	17,750	17,000	17,125	18,500	17,750	\$ 209,500
<b>TOTALS</b>	<b>\$ 355,029</b>	<b>\$ 363,188</b>	<b>\$ 363,345</b>	<b>\$ 362,285</b>	<b>\$ 370,415</b>	<b>\$ 370,994</b>	<b>\$ 359,492</b>	<b>\$ 362,870</b>	<b>\$ 359,599</b>	<b>\$ 353,444</b>	<b>\$ 354,566</b>	<b>\$ 364,414</b>	<b>\$ 4,339,641</b>

**FY 14 MONTHLY MEDICAL INSURANCE INVOICES**

(BUDGETED: \$4,680,373) \$235,077 under FY

	12/31/2013	1/31/2014	2/28/2014	3/31/2014	4/30/2014	5/31/2014	6/30/2014	7/31/2014	8/31/2014	9/30/2014	10/31/2014	11/30/2014	Totals
BlueCross Medical Premium	\$ 333,830	\$ 337,723	\$ 333,582	\$ 323,495	\$ 334,201	\$ 334,375	\$ 327,651	\$ 325,037	\$ 324,487	\$ 330,947	\$ 324,542	\$ 332,659	\$ 3,962,531
Met Life Dental Premium	23,904	23,695	23,582	23,332	22,979	23,766	23,240	23,262	23,251	22,611	23,069	22,886	\$ 279,577
Lincoln Life Premium	637	826	785	778	743	743	750	750	745	750	750	7,430	\$ 15,687
Health Savings Account	15,875	15,875	15,875	15,750	15,750	16,500	16,375	15,875	15,250	15,250	15,250	13,875	\$ 187,500
<b>TOTALS</b>	<b>\$ 374,246</b>	<b>\$ 378,120</b>	<b>\$ 373,825</b>	<b>\$ 363,355</b>	<b>\$ 373,673</b>	<b>\$ 375,384</b>	<b>\$ 368,016</b>	<b>\$ 364,925</b>	<b>\$ 363,733</b>	<b>\$ 369,558</b>	<b>\$ 363,611</b>	<b>\$ 376,850</b>	<b>\$ 4,445,296</b>

**FY 13 MONTHLY MEDICAL INSURANCE INVOICES**

	12/31/2012	1/31/2013	2/28/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013	7/31/2013	8/31/2013	9/30/2013	10/31/2013	11/30/2013	Totals
BlueCross Medical Premium	\$ 388,429	\$ 323,668	\$ 348,602	\$ 339,854	\$ 342,421	\$ 343,576	\$ 341,555	\$ 340,995	\$ 333,428	\$ 334,508	\$ 338,081	\$ 339,583	\$ 4,114,699
Lincoln Dental Premium	21,939	23,232	21,747	22,168	22,133	23,625	22,498	22,874	22,863	22,818	22,555	*	\$ 248,451
Met Life Dental Premium	*	*	*	*	*	*	*	*	*	*	*	22,428	\$ 22,428
Lincoln Life Premium	708	714	733	717	737	739	734	727	747	753	726	731	\$ 8,766
Health Savings Account	11,625	11,625	13,500	12,500	12,875	12,625	12,875	12,625	12,625	13,125	12,875	12,875	\$ 151,750
<b>TOTALS</b>	<b>\$ 422,701</b>	<b>\$ 359,238</b>	<b>\$ 384,582</b>	<b>\$ 375,239</b>	<b>\$ 378,166</b>	<b>\$ 380,565</b>	<b>\$ 377,662</b>	<b>\$ 377,220</b>	<b>\$ 369,662</b>	<b>\$ 371,204</b>	<b>\$ 374,237</b>	<b>\$ 375,617</b>	<b>\$ 4,546,094</b>

Benefits Paid as of 01/31/16

# MONTHLY ADMINISTRATION / HR SUMMARY REPORT

January 31, 2016

Workers' Comp. Claims (12/1/15-11/30/16)			
	Prior Year Total	YTD	Current Month
Administration			
Animal Control	5		
Circuit Clerk			
County Clerk		1	
Facilities	3		
Forest Preserve	1	2	
Health Dept.	3	1	
HWY			
Judiciary			
PBZ			
Probation	2		
Public Defender			
Sheriff	7	3	1
State's Attorney		1	
Technology			
VAC			
<b>Totals</b>	<b>21</b>	<b>8</b>	<b>1</b>

New Hires/Terminations (12/1/15-11/30/16)				
Department	New Hires		Resignations/Terms	
	YTD	Current Month	YTD	Current Month
Administration				
Animal Contr				
Circuit Clerk			1	
County Clerk				
Facilities				
Forest Pres	1			
Health Dept.			1	1
HWY				
KenCom			2	
PBZ				
Probation				
Public Defender				
Sheriff	1		3	2
State's Att	1			
Technology				
VAC				
<b>Totals</b>	<b>3</b>	<b>0</b>	<b>7</b>	<b>3</b>

Property Claims (12/1/15-11/30/16)			
Dept	Description	Insurance	Amount
Sheriff	struck deer	County	2,019 *
Sheriff	rear ended	subrogate	\$579.81
<b>Total</b>			<b>\$0.00</b>

\*\* Paid from other fund  
 \* Occurred last FY but reported this FY

MELLON HSA SOLUTIONS		
	Date	Deposit
1	12/31/15	343,500
2	01/31/16	0
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
<b>Total</b>		<b>\$ 343,500</b>

W.C. Claims Expense (12/1/15-11/30/16)		
December	\$	6,755
January		5,447
PEDA Reimbursements YTD		
<b>Total</b>	<b>\$</b>	<b>12,202</b>
		<b>\$ 12,202</b>

Retirees/COBRA (12/1/15-11/30/16)			
Retirees	Medical+Dental	5	\$13,161.59
Retirees	Medical Only	0	\$0.00
Retirees	Dental Only	31	\$4,057.89
Retirees	Vision	9	\$651.28
COBRA	Medical / Dental	1	\$91.28
<b>Total</b>		<b>46</b>	<b>\$17,962.04</b>

\* occurred last FY but report this FY

Claim Type	Incident Date	Department	Cause / Incident	Paid	Missed > 3 Days Work	Returned to Work	Modified Duty
WC	06/30/12	Forest Preserve	injured back and shoulder	\$51,201.48	Y	N	
WC	02/04/13	Sheriff's	hurt / strain groin	\$230,278.38	Y	Term	
WC	05/10/14	Sheriff's	injured multiple body parts	\$110,754.37	Y	Y	
WC	08/31/14	Sheriff's	contusion	\$13,644.28	Y	Y	
WC	05/05/15	Animal Control	contusion	\$0.00	N	Term	
WC	05/05/15	Facilities	Strain/Sprain arm	\$24,711.97	N	N	
WC	10/26/15	Sheriff's	contusion / hand	\$164.51	Y	Y	
WC	11/24/15	Animal Control	broken tooth	\$0.00	N	** Y	
WC	12/04/15	County Clerk	contusion head	\$0.00	N	** Y	
WC	12/08/15	State's Attorney	contusion head	\$10.00	N	Y	
WC	12/10/15	HHS	contusion hand	\$0.00	N	Y	
WC	12/11/15	Sheriff's	contusion hand	\$10.00	N	Y	
WC	12/14/15	Forest Preserve	Strain adbominal	\$5.00	N	Y	Y
WC	12/23/15	Forest Preserve	contusion knee	\$0.00	N	Y	Y
WC	12/28/15	Sheriff's	contusion hand	\$0.00	N	Y	
WC	01/01/16	Sheriff's	Hypothermia	\$0.00	N	Y	
				<u>\$430,779.99</u>			

Claim Type	Incident Date	Department	Cause / Incident	Paid	Paid by KC (2009 - Present)	Coverage Type
Liability	08/25/11	Sheriff's	police brutality	\$22,566.47	\$20,021.32	Police Professional Liability
Liability	01/02/14	VAC	wrongful termination	\$0.00	\$0.00	Errors & Omissions
Liability	02/21/14	Sheriff's	police excessive force	\$3,477.67	\$0.00	Police Professional Liability
Liability	05/20/14	Sheriff's	discrimination	\$50,023.16	\$24,010.93	Errors & Omissions
Liability	01/06/15	Circuit Clerk	work discrimination	\$7,579.50	\$6,010.00	Errors & Omissions
Liability	08/27/15	Circuit Clerk	work discrimination	\$2,132.50	\$0.00	Errors & Omissions
Liability	09/28/15	Circuit Clerk	work discrimination	\$9.45	\$0.00	Errors & Omissions
Liability	10/18/15	Forest Preserve	non-employee injury	\$0.00	\$0.00	General Liability
Liability	10/19/15	Circuit Clerk	work discrimination	<u>\$9.45</u>	<u>\$0.00</u>	Errors & Omissions
				\$85,798.20	\$50,042.25	

As of 01/31/16

\*\* Closed out

## Fact Sheet #17A: Exemption for Executive, Administrative, Professional, Computer & Outside Sales Employees Under the Fair Labor Standards Act (FLSA)

This fact sheet provides general information on the exemption from minimum wage and overtime pay provided by Section 13(a)(1) of the Fair Labor Standards Act as defined by Regulations, 29 CFR Part 541.

The FLSA requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

See other fact sheets in this series for more information on the exemptions for executive, administrative, professional, computer and outside sales employees, and for more information on the salary basis requirement.

### Executive Exemption

To qualify for the executive employee exemption, all of the following tests must be met:

- The employee must be compensated on a salary basis (as defined in the regulations) at a rate not less than \$455 per week;
- The employee's primary duty must be managing the enterprise, or managing a customarily recognized department or subdivision of the enterprise;
- The employee must customarily and regularly direct the work of at least two or more other full-time employees or their equivalent; and
- The employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees must be given particular weight.

### Administrative Exemptions

To qualify for the administrative employee exemption, all of the following tests must be met:

- The employee must be compensated on a salary or fee basis (as defined in the regulations) at a rate not less than \$455 per week;
- The employee's primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and
- The employee's primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.



### **Professional Exemption**

To qualify for the **learned professional** employee exemption, all of the following tests must be met:

- The employee must be compensated on a salary or fee basis (as defined in the regulations) at a rate not less than \$455 per week;
- The employee's primary duty must be the performance of work requiring advanced knowledge, defined as work which is predominantly intellectual in character and which includes work requiring the consistent exercise of discretion and judgment;
- The advanced knowledge must be in a field of science or learning; and
- The advanced knowledge must be customarily acquired by a prolonged course of specialized intellectual instruction.

To qualify for the **creative professional** employee exemption, all of the following tests must be met:

- The employee must be compensated on a salary or fee basis (as defined in the regulations) at a rate not less than \$455 per week;
- The employee's primary duty must be the performance of work requiring invention, imagination, originality or talent in a recognized field of artistic or creative endeavor.

### **Computer Employee Exemption**

To qualify for the computer employee exemption, the following tests must be met:

- The employee must be compensated **either** on a salary or fee basis (as defined in the regulations) at a rate not less than \$455 per week **or**, if compensated on an hourly basis, at a rate not less than \$27.63 an hour;
- The employee must be employed as a computer systems analyst, computer programmer, software engineer or other similarly skilled worker in the computer field performing the duties described below;
- The employee's primary duty must consist of:
  - 1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
  - 2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
  - 3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
  - 4) A combination of the aforementioned duties, the performance of which requires the same level of skills.

### **Outside Sales Exemption**

To qualify for the outside sales employee exemption, all of the following tests must be met:

- The employee's primary duty must be making sales (as defined in the FLSA), or obtaining orders or contracts for services or for the use of facilities for which a consideration will be paid by the client or customer; and
- The employee must be customarily and regularly engaged away from the employer's place or places of business.

### **Highly Compensated Employees**

Highly compensated employees performing office or non-manual work and paid total annual compensation of \$100,000 or more (which must include at least \$455 per week paid on a salary or fee basis) are exempt from the

FLSA if they customarily and regularly perform at least one of the duties of an exempt executive, administrative or professional employee identified in the standard tests for exemption.

### **Blue Collar Workers**

The exemptions provided by FLSA Section 13(a)(1) apply only to “white collar” employees who meet the salary and duties tests set forth in the Part 541 regulations. The exemptions do not apply to manual laborers or other “blue collar” workers who perform work involving repetitive operations with their hands, physical skill and energy. FLSA-covered, non-management employees in production, maintenance, construction and similar occupations such as carpenters, electricians, mechanics, plumbers, iron workers, craftsmen, operating engineers, longshoremen, construction workers and laborers are entitled to minimum wage and overtime premium pay under the FLSA, and are not exempt under the Part 541 regulations no matter how highly paid they might be.

### **Police, Fire Fighters, Paramedics & Other First Responders**

The exemptions also do not apply to police officers, detectives, deputy sheriffs, state troopers, highway patrol officers, investigators, inspectors, correctional officers, parole or probation officers, park rangers, fire fighters, paramedics, emergency medical technicians, ambulance personnel, rescue workers, hazardous materials workers and similar employees, regardless of rank or pay level, who perform work such as preventing, controlling or extinguishing fires of any type; rescuing fire, crime or accident victims; preventing or detecting crimes; conducting investigations or inspections for violations of law; performing surveillance; pursuing, restraining and apprehending suspects; detaining or supervising suspected and convicted criminals, including those on probation or parole; interviewing witnesses; interrogating and fingerprinting suspects; preparing investigative reports; or other similar work.

### **Other Laws & Collective Bargaining Agreements**

The FLSA provides minimum standards that may be exceeded, but cannot be waived or reduced. Employers must comply, for example, with any Federal, State or municipal laws, regulations or ordinances establishing a higher minimum wage or lower maximum workweek than those established under the FLSA. Similarly, employers may, on their own initiative or under a collective bargaining agreement, provide a higher wage, shorter workweek, or higher overtime premium than provided under the FLSA. While collective bargaining agreements cannot waive or reduce FLSA protections, nothing in the FLSA or the Part 541 regulation relieves employers from their contractual obligations under such bargaining agreements.

### **Where to Obtain Additional Information**

**For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).**

When the state laws differ from the federal FLSA, an employer must comply with the standard most protective to employees. Links to your state labor department can be found at [www.dol.gov/whd/contacts/state\\_of.htm](http://www.dol.gov/whd/contacts/state_of.htm).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

**U.S. Department of Labor**  
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