

AGREEMENT BETWEEN

THE CHAMPAIGN COUNTY BOARD
THE CHAMPAIGN COUNTY EXECUTIVE
THE CHAMPAIGN COUNTY SHERIFF
THE CHAMPAIGN COUNTY TREASURER
THE CHAMPAIGN COUNTY CORONER
THE CHAMPAIGN COUNTY CLERK/RECORDER

(FOR GENERAL UNIT EMPLOYEES)

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME) COUNCIL 31, AFL-CIO
FOR ITS AFFILIATED LOCAL 900A

COLLECTIVE BARGAINING AGREEMENT

January 1, 2025 – December 31, 2026

Table of Contents

PREAMBLE	9
ARTICLE I – RECOGNITION	9
1.00.....	9
ARTICLE II – GENDER.....	10
2.00.....	10
ARTICLE III – NON-DISCRIMINATION	10
3.00.....	10
ARTICLE IV – ANTI-NEPOTISM POLICY.....	10
4.00.....	10
ARTICLE V – POLITICAL ACTIVITY	10
5.00.....	10
5.01.....	10
5.02.....	10
ARTICLE VI – MANAGEMENT RIGHTS	11
6.00.....	11
6.01.....	11
ARTICLE VII – UNION RIGHTS	11
7.00.....	11
7.01.....	11
7.02.....	11
7.03.....	12
7.04.....	12
7.05.....	12
7.06.....	12
ARTICLE VIII – BARGAINING UNIT WORK	12
8.00.....	12
ARTICLE IX – SUBCONTRACTING.....	13
9.00.....	13
ARTICLE X – PROBATIONARY EMPLOYEES	13
10.00.....	13
10.01.....	13
10.02.....	14
10.03.....	14
ARTICLE XI – NO STRIKES OR LOCKOUT	14
11.00.....	14
11.01.....	14
ARTICLE XII – SENIORITY, JOB BIDDING, PROMOTION AND TRANSFER	14
12.00.....	14

12.01	14
12.02 <i>Promotion/Transfer</i>	15
12.03 <i>Selection</i>	15
12.04 <i>Qualifying Period</i>	15
12.05 <i>Wages Upon Transfer</i>	15
ARTICLE XIII – HOURS OF WORK.....	16
13.00	16
13.01	16
13.02	16
13.03 <i>Flextime</i>	16
13.04 <i>Mileage Reimbursement</i>	17
13.05 <i>Timekeeping</i>	17
13.06 <i>Evidence Property Officer</i>	17
13.07 <i>Master Control</i>	17
ARTICLE XIV – OVERTIME.....	19
14.00	19
14.01	19
14.02	20
14.03	20
14.04 <i>Master Control Officer Part-Time Overtime</i>	20
ARTICLE XV – ON CALL POLICY.....	20
15.00	20
15.01	21
ARTICLE XVI – WORKER'S COMPENSATION POLICY.....	22
16.00	22
16.01 <i>Limited or Light Duty Policy</i>	22
ARTICLE XVII – LAYOFF AND RECALL.....	22
17.00	22
17.01	23
17.02	23
17.03	23
17.04	23
ARTICLE XVIII – JOB SHARING	23
18.00 <i>Time Period and Approval</i>	23
18.01 <i>Compensation</i>	23
18.02 <i>Health Insurance</i>	24
18.03 <i>Accrual of Seniority</i>	24
18.04 <i>Accrual of Leave</i>	24

18.05	<i>Employment at Conclusion of Job Sharing.....</i>	24
ARTICLE XIX – TRAINING		24
19.00.....		24
19.01.....		24
19.02.....		24
19.03.....		25
ARTICLE XX – FINAL PAYCHECK		25
20.00.....		25
ARTICLE XXI – PAYCHECKS, PAYCHECK ERRORS AND DEDUCTIONS		25
21.00	<i>Paychecks</i>	25
21.01	<i>Paycheck Errors</i>	25
21.02	<i>Deductions</i>	25
ARTICLE XXII – VACATION		26
22.00	<i>Accrual.....</i>	26
22.01	<i>Use.....</i>	27
22.02	<i>Vacation Sign Up.....</i>	27
ARTICLE XXIII– WAGES.....		28
23.00.....		28
23.01.....		28
23.02	<i>FY2025.....</i>	28
23.03	<i>FY2026.....</i>	28
23.04.....		28
23.05	<i>Living Wage.....</i>	28
23.06.....		28
23.07	<i>Master Control.....</i>	28
23.08	<i>Part-Time Custodian.</i>	29
ARTICLE XXIV – PERSONAL DAYS		29
24.00.....		29
24.01.....		29
24.02.....		29
ARTICLE XXV– SICK LEAVE		29
25.00.....		29
25.01.....		29
25.02.....		30
25.03.....		30
25.04.....		30
25.05.....		30
25.06.....		30
ARTICLE XXVI – NON-HARASSMENT POLICY		30

26.00.....	30
26.01.....	30
26.02.....	30
26.03.....	30
ARTICLE XXVII – EXTENDED LEAVE OF ABSENCE WITHOUT PAY	31
27.00.....	31
27.01.....	31
27.02.....	31
27.03.....	31
27.04.....	31
27.05.....	31
27.06.....	31
27.07.....	31
27.08.....	32
27.09.....	32
27.10.....	32
27.11.....	32
27.12.....	32
27.13.....	32
ARTICLE XXVIII – FAMILY AND MEDICAL LEAVE ACT.....	32
28.00.....	32
28.01.....	32
28.02.....	33
28.03.....	33
28.04.....	33
28.05.....	33
28.06.....	33
28.07.....	33
28.08 <i>Vacancy</i>	33
ARTICLE XXIX – JURY AND WITNESS LEAVE.....	34
29.00.....	34
29.01.....	34
29.02.....	34
ARTICLE XXX – BEREAVEMENT	34
30.00.....	34
30.01.....	34
30.02.....	34
30.03.....	34

ARTICLE XXXI – MILITARY LEAVE	34
31.00.....	34
ARTICLE XXXII – HOLIDAYS.....	35
32.00.....	35
32.01.....	35
32.02.....	35
32.03.....	35
32.04.....	35
32.05.....	36
32.06.....	36
ARTICLE XXXIII – HAZARDOUS WEATHER DAYS.....	36
33.00.....	36
ARTICLE XXXIV – HEALTH AND LIFE INSURANCE	37
34.01 <i>Health Insurance Plan/Benefit Structure.....</i>	37
34.02 <i>Additional Alternative Health Care Plans.....</i>	37
34.03 <i>Employee Premium Cost Sharing.....</i>	37
34.04 <i>Dependent Premium Cost.....</i>	37
34.05.....	37
34.06.....	38
34.07.....	38
34.09 <i>Life Insurance.....</i>	38
34.10.....	38
ARTICLE XXXV – UNIFORMS.....	38
35.00.....	38
35.01 <i>Clothing.....</i>	38
35.02 <i>Boots.....</i>	39
35.03 <i>Winter Wear.....</i>	39
35.04 <i>Rain Gear.....</i>	39
35.05 <i>Light Weight Jacket.....</i>	39
35.06.....	39
35.07.....	40
ARTICLE XXXVI – PENSIONS.....	40
36.00 <i>Illinois Municipal Retirement Fund (IMRF).....</i>	40
ARTICLE XXXVII – GRIEVANCE PROCEDURE.....	40
37.00.....	40
37.01.....	40
37.02.....	40
37.03.....	43

37.04.....	44
37.05.....	44
37.06.....	44
37.07.....	44
ARTICLE XXXVIII – DISCIPLINE AND DISCHARGE	45
38.00.....	45
38.01.....	45
38.02.....	45
38.03.....	45
38.04.....	45
38.05.....	45
38.06.....	46
ARTICLE XXXIX – EMPLOYEE PERSONNEL FILES	46
39.00.....	46
39.01.....	46
ARTICLE XL – SAFETY AND HEALTH	47
40.00.....	47
40.01.....	47
40.02.....	47
ARTICLE XLI – LABOR-MANAGEMENT MEETINGS	47
41.00.....	47
ARTICLE XLII – TEMPORARY ASSIGNMENT.....	48
42.00.....	48
42.01.....	48
ARTICLE XLIII – CHECKOFF	48
43.00.....	48
43.01.....	48
43.02.....	48
43.03.....	48
43.04.....	49
43.05.....	49
ARTICLE XLIV – PARENTAL LEAVE.....	49
44.00.....	49
ARTICLE XLV – ENTIRE AGREEMENT	49
45.00.....	49
ARTICLE XLVI – AUTHORITY OF THE CONTRACT	50
46.00.....	50
46.01.....	50
46.02.....	50

ARTICLE XLVII– TERM OF THE AGREEMENT.....	50
<i>47.00.....</i>	<i>50</i>
APPENDIX A – DEFINITIONS	52
APPENDIX B – DUES INFORMATION.....	54
APPENDIX C – RANGE ASSIGNMENTS as of FY 2019	55
APPENDIX D – FMCS MEDIATION RULES	56
APPENDIX E – AGREEMENT FOR JOINT LABOR/MANAGEMENT HEALTH INSURANCE COMMITTEE – COUNTY OF CHAMPAIGN, ILLINOIS	58

DRAFT

PREAMBLE

This Agreement entered into by the Champaign County Board, and certain Elected Officers, namely the Champaign County Executive, Champaign County Treasurer, Champaign County Clerk and Recorder, Champaign County Sheriff, and Champaign County Coroner, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local 900A, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union and the establishment of wages, hours, terms and conditions of employment.

ARTICLE I – RECOGNITION

1.00 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment as defined and limited by the Illinois Public Labor Relations Act, for all regular full-time and part-time Employees of Champaign County in the classifications included in the unit by the Illinois State Labor Relations Board Certification of Representative dated July 11, 1997, in Case Nos. S-RC-97-54, S-RC-97-58 and subsequently updated by the Illinois Labor Relations Board Certifications of Unit Clarification Petitions dated July 17, 2003, November 30, 2005, and March 22, 2006, to wit:

Administrative Services: Part-time Receptionist, Microfilm Services Manager, Buyer

Animal Control: Clerk, Animal Control Warden, Senior Clerk, Kennel Worker

Auditor: Administrative Secretary, Accountant, Senior Accountant

Coroner: Senior Medical Secretary, Deputy Coroner

County Clerk: Deputy County Clerk, Tax Extension Specialist, Account Clerk, Senior Election Specialist, Lead Tax Extension Specialist, Senior Vital Records Clerk

Highway Department: Proportioning Technician, Secretary, Engineering Technician, Highway Projects Accounting Assistant

Mental Health Board: Administrative Compliance Specialist

Physical Plant: Building & Grounds Maintenance Worker, Senior Maintenance Worker, Custodian, Lead Custodian, Part-Time Custodian, Maintenance Worker, Skilled Trades, Lead Skilled Trades

Planning & Zoning: Assistant Zoning Officer

Recorder & Recorder Automation: Clerk, Senior Clerk

Sheriff & ITF & Correctional Center: Transportation Officer, Clerk, Inmate Services Aide, Master Control Officer, Senior Secretary, Visitation Clerk, Part-Time Master Control Officer, Evidence Property Officer, Legal Secretary

Supervisor of Assessments: Clerk, Tax Map Technician, Receptionist/Clerk-Typist

Treasurer: Senior Administrative Secretary, Account Clerk

Emergency Management Agency: Part-Time Clerk, Administrative Aide

and also regular full-time and part-time Employees of said Departments and offices hired or transferred into newly created classifications performing the work of the classifications enumerated herein.

ARTICLE II – GENDER

2.00 Wherever reference to the female gender is used in this Agreement, it shall be construed to include both female and male. Wherever reference to the male gender is used in this Agreement, it shall be construed to include both male and female.

ARTICLE III – NON-DISCRIMINATION

3.00 In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of his/her job with or without reasonable accommodations, or unfavorable discharge from the military. It is also illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

ARTICLE IV – ANTI-NEPOTISM POLICY

4.00 Anti-Nepotism Policy. A Department Head, Elected Officer, or person with authority to hire or promote or effectively recommend hiring or promoting Employees within a department or office, shall not hire or reclassify or effectively recommend hiring or reclassifying within the department or office the following persons, whether related by blood, adoption or marriage: parent, grandparent, child, sibling or grandchild. Persons hired in violation of this policy shall be terminated, and persons reclassified in violation of this policy shall be returned to their previous position, if vacant, and if not vacant, shall be terminated. To the extent any Employee situations exist in violation of this Article on the effective date of the Agreement, those Employee situations can continue as they exist at that time.

ARTICLE V – POLITICAL ACTIVITY

5.00 No Employee of Champaign County shall be subject to direct or indirect political influence or coercion; Employees are not required to participate in or contribute financially to political campaigns; political affiliation or support is not a consideration for employment with the County.

5.01 County Employees shall not circulate petitions or campaign literature in any County office building nor shall they solicit or receive any contribution or political service from any person for any political purpose during regular office hours or in any County office building.

5.02 Nothing in this Article shall be construed to prohibit the Employer, the Union, or

Employees from communicating with County Employees about political issues if done outside of the work place and work day.

ARTICLE VI – MANAGEMENT RIGHTS

6.00 The management of the operations of the Employer, the determination of its policies, budget, and direction of its workforce, including, but not limited to, the right to hire, promote, allocate, assign, determine manning levels, and direct Employees; to discipline, suspend and discharge for just cause; to relieve Employees from duty due to lack of work or other legitimate reasons; to determine the existence of a work shortage; to make and enforce reasonable job rules and regulations and to enforce penalties for their violations; to determine the departments, divisions and sections and work to be performed therein; to determine quality and productivity standards; to determine the number hours of work, shifts to be worked, shifts per week and starting time of shifts; to establish and change work schedules and assignments; to determine, modify and/or adjust job requirements; to introduce new, different or improved methods of operation; and to maintain the efficiency of the workforce, is vested exclusively in the Employer provided the exercise of such rights of management does not conflict with the provisions of this Agreement. Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. (The listing of the specific rights in the Agreement is not intended to be nor shall be restrictive of or a waiver of any of the rights of management.)

6.01 Once every six (6) months, the Union shall notify the Employer in writing of the stewards designated for this bargaining unit.

ARTICLE VII – UNION RIGHTS

7.00 The Employer agrees that AFSCME Staff Representatives shall have reasonable access to the premises of Champaign County buildings or grounds of the Employer, after receiving approval of the appropriate Employer representative, which approval will not be unreasonably withheld, provided, however, that the presence of the AFSCME Staff Representative shall not interfere with the operations of the Employer. Such visits shall be for the reasons of administration of this Agreement and will reflect the Union's interest in promoting harmonious relations. The Employer reserves the right to designate a meeting place or to provide a representative to accompany the AFSCME Staff Representative where operational requirements do not permit unlimited access.

7.01 The Employer and the Union shall mutually agree to the number and placement of bulletin boards at the various locations of the Employer for the sole and exclusive use of the Union in communication with its members. No political material of any sort may be placed upon the bulletin board.

7.02 Employees shall be paid for scheduled working hours lost when required or entitled as a Union steward, witness or grievant, to investigate grievances or workplace-related complaints, and to attend the following: grievance meetings with the Employer, arbitration hearings and meetings

called or agreed to by the Employer. Time spent in such meetings outside an Employee's regular working hours will be without pay.

7.03 Once monthly, the Employer shall provide the Union with the following information in Excel format: name, address, job title, worksite location, work telephone numbers, identification number if available, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the employer. The Employer will provide the same information for each new hire within 10 days of the date of hire.

The Employer shall contemporaneously notify the Union in writing as to the following personnel transactions involving unit employees within each department: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, the Employer shall notify Council 31 via electronic mail of all new persons hired into bargaining unit positions on or before the new employee(s) date of employment. In addition, the Employer shall furnish the Union, once every six (6) months, the current seniority roster.

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining, to an entity that is not a party to this Agreement. Union Representation shall be notified of any public disclosure request for information pertaining to bargaining unit employees. The Union shall also be provided a copy of the public disclosure request.

7.04 For purposes of explaining the mechanics of the Collective Bargaining Agreement and the benefits of Union membership, the Union, following notice to the Employer, shall conduct a one (1) hour Union orientation with all new bargaining unit employees, during the first two weeks of their employment, or a mutually agreed to later date. Such orientation shall be without loss of pay for the new employee and the Steward.

7.05 The Employer will post the collective bargaining agreement on its website within three (3) days of the final execution by the Employer and the Union. If paper copies are needed, the Union shall advise the Employer of the number needed and the Union and the Employer shall split evenly the cost of those copies. At the time this collective bargaining agreement was executed, the Employer's website was www.co.champaign.il.us.

7.06 Management will continue to endeavor to assign bargaining unit work to bargaining unit Employees. Management further agrees not to erode the bargaining unit by continually performing, or assigning non-bargaining unit Employees to perform, bargaining unit work which thereby results in a loss of jobs for the bargaining unit.

ARTICLE VIII – BARGAINING UNIT WORK

8.00 Non-bargaining Employees will not perform bargaining unit work after normal business hours which results in the loss of opportunities for bargaining unit members in that office or department to work in excess of their normal work schedule. If there is bargaining unit work to be performed after normal business hours:

A. In offices or departments where there is no budget authority for overtime, this Article shall require management to offer bargaining unit Employees (who are under their compensatory time maximum accrual) compensatory time.

B. In offices or departments where there is budget authority for overtime, this Article shall require management to offer bargaining unit Employees the option of compensatory time, if under the compensatory time maximum accrual, or pay, pursuant to Section 14.00.

C. If bargaining unit Employees decline the opportunity for compensatory time, or pay, as applicable, management may stay after normal business hours to complete the work.

D. Management may stay after normal business hours to assist bargaining unit members in performing bargaining unit work.

ARTICLE IX – SUBCONTRACTING

9.00 No work customarily or consistently performed by Employees in this bargaining unit shall be given to any contractor or subcontractor when such action would result in the layoff of working bargaining unit Employees. This provision shall not limit the Employer from contracting or subcontracting as it has in the past, and contracting or subcontracting special projects, emergency work or projects requiring special equipment or manpower, which may involve bargaining unit work.

ARTICLE X – PROBATIONARY EMPLOYEES

10.00 A new (either Full or Part-time) Employee entering the employ of the Employer for the purposes of filling a job covered by this Agreement shall be subject to a probationary period of six (6) months continuous service to determine her/his ability and fitness for the work. The Employer shall have the sole right to determine her/his suitability during such probationary period. The Employer shall give the probationary Employee an evaluation no later than five (5) months into her/his employment. If appropriate, the Employer shall have the sole and exclusive right to extend the probationary period for a period not to exceed one (1) month. The Employee will not have or accumulate seniority during the probationary period. The right to discharge, discipline or re-hire an Employee during the initial probationary period or extension thereof, shall be vested exclusively with the Employer, and may not be the subject of grievance.

10.01 Upon satisfactory completion of the probationary period, an Employee shall, if still on the Employer's payroll in a job classification covered by this Agreement, become a regular Employee and shall be credited with his seniority beginning from the date of continuous employment and shall receive all other rights and benefits for which a regular Employee is eligible.

10.02 Once every month, the Employer shall provide to the Union a list of the new hires, stating the new hires' names, start dates, position titles, and department or office.

10.03 A new Master Control Operator (either Full or Part-time) for the purposes of filling a job covered by this Agreement shall be subject to a probationary period of twelve (12) months continuous service to determine her/his ability and fitness for the work. The Employer shall give the probationary Employee monthly evaluations throughout the probationary period. The right to discharge, discipline, or re-hire a MCO during the initial probationary period or one month extension thereof, shall be vested exclusively with the Employer, and may not be the subject of a grievance.

ARTICLE XI – NO STRIKES OR LOCKOUT

11.00 During the term of this Agreement, there shall be no work stoppages, slow downs or stoppages in support of another local or Union. No officer or representative of the Union shall authorize, institute, instigate, aide or condone any such activities. Any Employee who violates the provisions of this section shall be subject to discipline up to and including discharge by the Employer.

11.01 No lockout of Employees shall be instituted by the Employer or its representatives during the term of this Agreement.

ARTICLE XII – SENIORITY, JOB BIDDING, PROMOTION AND TRANSFER

12.00 Seniority shall, for the purpose of this Agreement, be defined as an Employee's length of continuous full-time and part-time service since their last date of hire. Employees shall not be credited with their seniority until their probationary period has been completed. Part-time Employees will accrue seniority on a pro-rata basis. Seniority shall apply only where expressly required by a provision of the Agreement.

12.01 An Employee shall lose her/his seniority and no longer be an Employee if:

- A. she/he voluntarily terminates her/his employment;
- B. she/he is absent from work for three (3) consecutive days without notifying Employer, although absence without notification for any period may be cause for discipline, up to and including discharge;
- C. she/he is discharged for cause;
- D. she/he has been laid off for a period equal to his/her seniority as defined above;
- E. she/he does not notify the Employer of her/his intention to return to work within five (5) calendar days after notification of recall from layoff is mailed, by certified

mail, to her/his last address known to Employer, or she/he does not return to work within ten (10) calendar days of the date after notification of recall was mailed; or

F. she/he retires.

12.02 Promotion/Transfer

Whenever a job vacancy occurs, (which for the purposes of this Article shall also mean job site and particular hours of work) in any existing job classification, or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted within the department or office in which the vacancy occurs for five (5) days, and if the position is not then filled from within the department, on the bulletin boards of all bargaining unit departments or offices for ten (10) working days (the five and ten day postings can be conducted simultaneously). This section shall not apply to vacancies in temporary positions.

12.03 Selection

The Employer shall fill the vacancy by promoting from among the most qualified applicant(s) within the department or office the Employee with the greatest seniority. Applicants must be qualified in order to be considered.

An applicant outside of a department or office will not be hired unless no current Employee within the department or office who is qualified has submitted an application within the first five (5) days of posting. If the Employer is to consider applicants from the bargaining unit outside the department or office, the Employer shall fill the vacancy by promoting from among the most qualified applicant(s) the Employee with the greatest seniority.

An applicant outside the bargaining unit will not be hired unless no current Employees who are qualified for the position have submitted applications within the ten (10) day posting period for the entire bargaining unit.

This section shall not apply to vacancies in temporary positions.

12.04 Qualifying Period

An Employee who is voluntarily promoted or transferred to a new job classification shall serve a qualifying period of sixty (60) days. The Employer shall have the sole right to determine the Employee's qualification and ability during such qualifying period and, in its sole discretion, may transfer the Employee to the Employee's previous job classification during the qualifying period. Such transfers shall not be the subject of a grievance. An Employee may use accrued benefit time during the qualifying period, under the same terms and conditions as an Employee who is not serving a qualifying period.

12.05 Wages Upon Transfer

An employee who is promoted, demoted or transferred to a new job classification with a different wage scale shall be compensated as follows:

- A. Lateral Transfer – An Employee shall not have his/her pay reduced as a result of a lateral transfer to a different position within the same grade range.
- B. Promotion – An Employee who is promoted to a new job classification with a different wage scale shall have his/her pay adjusted to the new wage scale minimum or by a 10% increase, whichever is greater.
- C. Demotion – An Employee who is demoted or accepts a position in a lower grade range shall not have his/her pay adjusted unless it is higher than the lower grade range maximum, in which case it will be adjusted down to the maximum pay for that grade range.

ARTICLE XIII – HOURS OF WORK

13.00 Official Champaign County office hours shall be from 8:00 A.M. to 4:30 P.M., Monday through Friday, except for those departments which require twenty-four (24) hour staffing. Work hours which deviate from official County office hours may be set by individual departments in the sole discretion of the Employer; however, there shall be no temporary alteration of working hours of Employees in this bargaining unit without fourteen (14) days advance notice to the employee, with a copy provided to the Union President. A temporary alteration of working hours is defined as a change of working hours of 21-90 consecutive days. The current working hours for Employees of this bargaining unit shall not be permanently altered without thirty (30) days advance notice to the employee, with copy provided to the Union President. A permanent alteration of working hours is defined as a change of working hours of more than 90 consecutive days. Notice periods for schedule changes may be waived by the Union. In such cases the Employer shall provide the reason(s) for requesting a waiver as well as the new proposed schedule and the expected duration of the schedule. The parties shall promptly meet to discuss at the request of either party.

13.01 Each Employee shall have a meal break during work hours, the length of which shall be consistent with current practice.

13.02 Employees working between thirty-seven and one-half (37 ½) and forty (40) hours per week, shall be allowed two (2) fifteen (15) minute breaks in a full day. The first break is during the first half of the day and the second break is during the second half. Part-time Employees shall be given a break after three and one-half (3 ½) hours work. Work breaks may be scheduled by the Department Head or Supervisor.

13.03 Flextime

Work hours can be adjusted by mutual consent between the Employer or its designee and the affected Employee within the Employee's work week, whereby normal work days can be lengthened or shortened, or meal breaks may be shortened, for periods of time mutually agreed upon by the Employee and his or her Department Head or Elected Officer, or designee, and overtime will not be paid. It is expressly understood that either the Employee or the Department Head, Elected Officer, or designee will have the absolute right to refuse consent or approval for flextime without reprisal. Grievances shall be limited to disparate treatment within the Department or office.

Upon a request by the Employee, flex-time may be accommodated at the Employer's discretion.

13.04 Mileage Reimbursement

Employees required to travel as a part of their work shall be reimbursed at the then current IRS mileage reimbursement rate.

13.05 Timekeeping

All Employees will clock in and out of Kronos on time clocks with swipe cards, except for Employees who work in buildings where there are fewer than 3 Employees (ILEAS, 1905 E Main, Coroner in the Gill Building).

13.06 Evidence Property Officer

The parties agree that upon ratification of this agreement, the Evidence Property Officer shall begin working a 40-hour work week, with an initial schedule of 7:30am – 4:30pm.

13.07 Master Control

- A. Twice a year (January 1 and July 1), the Office of the Sheriff shall conduct a sign-up for duty shifts and days off by job classification for the Master Control Employees in the Corrections Division. Shift sign-up shall be posted thirty (30) days prior to its taking effect.
- B. Master Control Employees with less than six (6) months' service in their job classification shall not be eligible to participate in the sign-up. The Sheriff, at his discretion, shall determine the duty shifts and days off for each of these Employees. The Sheriff, at his discretion, may change the duty shift or days off of any of these Employees during the year.
- C. All Master Control Employees with more than six (6) months' service in their job classification shall sign up for duty shifts and days off by seniority. Once posted, the senior person shall have forty-eight (48) hours to select duty shift and days off. Each successive person shall sign up accordingly. For purposes of shift sign-up and scheduling days off for Master Control, and only for these purposes, seniority shall be the period of continuous service in Master Control. Part-time Employees are only eligible to sign up for part-time duty shifts and days off, and full-time Employees are only eligible to sign up for full-time duty shifts and days off. Under extraordinary circumstances, the Sheriff has the authority to change any Employee's duty shift or days off.
- D. Employees in Master Control job classifications shall not be required to work over twelve (12) consecutive hours in any twenty-four (24) hour period, except by mutual agreement, or in the event of a bona fide

emergency as determined by the Sheriff or his designee.

E. In the event an unanticipated operational need or manpower shortage occurs:

1. A Master Control Employee may be subject to mandatory holdover for up to four (4) hours, or until the vacancy is filled as follows:
 - a. Master Control Employees shall be offered voluntary callback in order of seniority in Master Control. When an Employee accepts voluntary callback, he moves to the bottom of the Master Control seniority list for this purpose, and this purpose only.
 - b. If the vacancy is not filled through 1.a., Employees may be subject to mandatory holdover or mandatory call-in for a period of up to four (4) hours.
2. No part-time Master Control Employee shall be subject to mandatory holdover or call-in if it interferes with a full-time job or academic course schedule that has been provided in advance to his supervisor.
3. Master Control Employees will not be mandatorily called back on any approved day off, or any of their regular days off.
4. Nothing in this subsection E shall prevent mandatory callback, mandatory call-in, or mandatory holdover in the event of a bona fide emergency as determined by the Sheriff or his designee.

F. Duty Trade. The Sheriff, or his designee, can authorize requests by officers to exchange duty shifts or days off (without a change in pay), provided that the officers are equally capable of performing each other's respective jobs, and are willing and able to make the exchange.

G. **Master Control Tardiness Policy**

In order to set uniform guidelines for tardiness among Master Controllers, the parties agree to the following policy.

Champaign County Master Control Employees are expected to report for work in a timely manner. Tardiness will be addressed in accordance with Article XXXVIII (Discipline and Discharge) of the Collective Bargaining Agreement and the steps listed below.

Employees shall be considered tardy when they arrive later than their scheduled start time and have not received approval for use of benefit time from their supervisor.

In “special” or emergency circumstances where an Employee was unable to arrive on time and was unable to get prior approval from her/his supervisor, the Employer will evaluate whether to make an exception to this agreement. The Employer will not be arbitrary or capricious in granting such exceptions. The Employer may require the Employee to submit documentation or evidence to support her/his inability to arrive on time or to contact their supervisor for approval.

Tardiness discipline under this policy shall be removed from consideration 12 months after the offense occurs.

Discipline Steps – Tardiness

1 st Offense	Counseling
2 nd Offense	Oral Warning
3 rd Offense	Written Reprimand
4 th Offense	Suspension with Pay
5 th Offense	Suspension without Pay up to 3 Days
6 th Offense	Suspension without Pay for more than 3 Days
7 th Offense	Discharge

ARTICLE XIV – OVERTIME

14.00 Any Employee required to work more than forty (40) hours in a week shall be paid at the rate of one and one-half times the Employee's regular hourly rate for all hours over forty (40) worked in that week or receive compensatory time off at the rate of one and one-half hours for each hour worked in excess of forty (40) in the week. Hours worked between 37.5 hours and 40 hours in a week shall be compensated with pay at the Employee's regular rate or compensatory time on an hour for hour basis.

14.01 Overtime will be distributed on a voluntary basis taking into account prior overtime work and seniority, in that order, of all Employees qualified to perform the overtime work required. If there are no volunteers, the Employer can assign overtime in reverse seniority order of those Employees who are qualified to perform the work, and not on approved time off. However, overtime necessary to complete a task at the end of the normal working hours (carry-over) will be performed by the Employee who began the task (excluding Deputy Coroners).

A. Coroner Employees.

Deputy Coroners will be relieved as soon as possible at the end of their duty shift by the on-coming Deputy Coroner. The on-coming Deputy Coroner will complete any tasks needing to be completed to resolve an investigation for the Deputy Coroner coming off shift.

14.02 An Employee may accumulate up to the equivalent of two regularly-scheduled workweeks of compensatory time. Compensatory time earned over the equivalent of two regularly-scheduled workweeks will be paid as overtime in the paycheck it was earned. Compensatory time off will be allowed to be taken with the prior approval of the Department Head, Elected Officer, or designee.

14.03 Holidays, vacation days, time off taken per the On Call Policy Article, and personal days shall be considered hours worked for the purposes of calculating overtime.

14.04 Master Control Officer Part-Time Overtime

Notwithstanding the above, part-time Master Control Officers will additionally receive overtime pay (one and one-half times the Employees' regular hourly rate) for hours worked beyond eight (8) hours in a day.

ARTICLE XV – ON CALL POLICY

15.00 When Employees are required to carry a pager to be on call, they will also be issued a cellular phone that will be used by the County Employees for County business. When an Employee is required to carry a pager to be on call, they will receive compensation in the following manner:

- A. If required to carry an on call pager for a full work week, they will receive one-half day off with pay for each work week they are required to be on call in the case of maintenance workers and animal control workers. At the Employer and Employee's agreement, this time can be accumulated as compensatory time.
- B. If the Employee is required to be on call during a week in which one or more holidays fall, the Employee will receive one full day off with pay.
- C. The half day off as referred to in paragraph A above or the full day off as referred to in paragraph B above can be taken at a time mutually agreed to by the Employee and Department Head or Elected Officer, and their supervisor.
- D. For Deputy Coroners, the following shall apply:
 - 1. Coroner's Office On-Call Duty Shift: Deputy Coroners are required to work recurring on-call shifts as a portion of their regularly scheduled duty shifts. Deputy Coroners may be required to work up to 8 hours in the office, during on call duty shifts, excluding hours worked away from the office. Hours worked during on-call duty shifts shall be paid at the employee's regular rate of pay for hours worked and 1.5 times the regular rate of pay for hours worked over 40 per week. On-call duty shifts shall be determined by the Coroner or his designee. Hours worked

in the office during on-call duty shifts shall be determined by the Coroner.

2. Deputy Coroner Call-Back: A callback is defined as an official assignment of work which does not necessarily continuously precede or follow a Deputy Coroner's regularly scheduled duty shift. Deputy Coroners who are called back shall be paid at the applicable rate when they arrive at work until relieved. Deputy coroners will receive a minimum pay of two hours at the applicable rate for all call-backs (regardless of relief in less than two hours time.)
Full Time Deputy Coroners will be offered call-back based on seniority, with the most senior Deputy being offered the call-back first. In the event all full-time Deputy Coroners decline the call-back or cannot be reached, Part-Time Deputy Coroners will be contacted. In the event no Deputies accept the call-back, the Coroner or his designee may order back a Full-Time Deputy Coroner starting with the least senior Full-Time Deputy who has not been called back within the previous twelve months.
3. Deputy Coroner Stand-By-On-Call: Deputy Coroners when ordered to be on Stand-By-On-Call shall be compensated \$2.00 for every hour they are on Stand-By-On-Call, except for hours actually worked which will be paid at the applicable rate (including overtime pay if hours for the work week exceed forty (40) hours). No period of Stand-By-On-Call will exceed 24 hours. Deputy Coroners while on Stand-By-On-Call must remain in Champaign County and be available for immediate call back to work. Deputy Coroners on Stand-By-On-Call must keep their Coroner's Office issued cell phone with them at all times while on Stand-By-On-Call to facilitate being called into work.

15.01 During a winter weather emergency, when physical plant Employees are required to work hours different than their normal scheduled hours for snow and ice removal and clean-up, although they do not receive on-call payment, their hours during these weather emergencies shall be compensated as follows:

- A. Any physical plant Employee required to work more than their regularly scheduled hours in any weekday (Monday through Friday) shall be paid at a rate of one and one-half (1 ½) that of the Employee's regular hourly rate, or at the Employee's election receive compensatory time off at a rate of one and one-half hours for each of those additional hours.
- B. Any physical plant Employee required to work on Saturday or Sunday shall be paid at one and one-half (1 ½) times that Employee's regular hourly rate or, at the Employee's election, receive compensatory time off at a rate of one and one-half (1 ½) hours for each of those additional hours.

C. Any physical plant Employee required to work on Holidays shall, in addition to receiving Holiday pay, be paid at two (2) times that Employee's regular hourly rate or, at the Employee's election, receive compensatory time off at a rate of two (2) hours for each hour worked.

D. Unforeseen Snow/Ice Events After Normal Working Hours – Should a winter storm arrive before or after normal Monday to Friday 8:00 am to 4:30 pm shift(s), Management will make phone calls to staff using the "turn sheet". For check-in purposes, KRONOS check-in time will begin upon receipt of call. Should Management be unable to reach the employee called, and created a voice message for the employee, KRONOS check-in time will begin upon employee returning the phone call message. Mileage reimbursement is available to employees called for snow removal; unless employee's call was late enough in the morning that they will be staying for their regular shift.

E. Foreseen Snow/Ice Events After Normal Working Hours – In the event of a forecasted snow event, Management may request staff (using the turn sheet) to stay after their normal shift or arrive prior to their regular set schedule. During these types of events, employees must clock-in upon arrival at the Physical Plant Shop. Mileage reimbursement is available to employees called for snow removal; unless employee's call was late enough in the morning that they will be staying for their regular shift. Should an employee be required to work after their shift ends and they have left work, a mileage reimbursement is available.

ARTICLE XVI – WORKER'S COMPENSATION POLICY

16.00 All bargaining unit Employees are covered by a Worker's Compensation policy for job-related injuries or death as prescribed under the State of Illinois Worker's Compensation law.

16.01 Limited or Light Duty Policy

The Employer shall make "limited or light duty" work available for up to one (1) year for an Employee if "limited or light duty" work is available and if appropriate medical release is given by a physician. If requests for light duty exceed available light duty work, work-related injuries or illness shall be given precedence over non-work related injury or illnesses. Grievances will be limited to disparate treatment within a department or office.

ARTICLE XVII – LAYOFF AND RECALL

17.00 A layoff is defined as a decrease of the existing work force or an abolishment of an existing position. Layoff shall be by position classification. Employees shall be laid off in inverse order of seniority, unless the remaining Employees after the layoff do not possess the minimum qualifications (basic skills) to perform the work normally required of the classification. Laid off Employees, within five (5) working days, may exercise seniority rights with respect to any other

position classification, provided the Employee has the ability to perform the work of the Employee who is to be displaced by him. Such displaced Employee shall then be subject to this Article.

17.01 The Employer shall give Employees to be laid off and the Union written notice of the layoff at least thirty (30) calendar days prior to its effective date. A Union representative shall be present at layoff meetings with Employees. Prior to any Employee being laid off, every reasonable effort will be made to transfer Employee to vacancies in another department or office rather than terminate the Employee due to a reduction in force. Employees should complete an application if they wish to be employed in another County position outside of the bargaining unit.

17.02 No Employees covered under this Agreement shall be laid off when there are temporary or part-time Employees performing bargaining unit work.

17.03 When a vacancy occurs in the bargaining unit, Employees shall be recalled in the inverse order in which they were laid off. An Employee's right to recall shall be for a period of twenty-four (24) months. The Employee shall retain and accumulate seniority during such layoff. Employees internally displaced as a result of a layoff shall have recall rights to their former classification(s).

17.04 To be eligible for recall, a laid-off Employee shall notify the Employer of his intention to return to work within five (5) working days after notification of recall is mailed, by certified mail return receipt requested, to his last address known to the Employer, and the Employee shall return to work within ten (10) working days of the date notification of recall is mailed.

ARTICLE XVIII – JOB SHARING

18.00 Time Period and Approval.

Job sharing will be allowed for a specific period of time, not to exceed one (1) year, and only upon written approval by the relevant Department Head or Elected Officer. All requests shall be made in writing to the relevant Department Head or Elected Officer by the Employee requesting his/her position be shared and shall include the amount of time the Employee proposes to share the position and the time period requested. Requests will be reviewed on a case-by-case basis based upon operational needs of the office. The ultimate decision is the sole discretion of the Employer.

18.01 Compensation.

The shared position will be budgeted as one position in the Champaign County Staffing Plan, and both Employees sharing the position will be paid at their current hourly rate of pay, based on the number of hours worked within the applicable pay period but at no time may the combined pay be greater than the pay for a single person holding said position at the highest longevity rate of the two (2) Employees sharing the position. Combined hours worked and paid for job sharing positions will not exceed hours for the full-time position.

18.02 Health Insurance.

Eligibility for health insurance benefits of Employees sharing a job under this Article will be determined by the position. If the individual filling the position prior to the job sharing was eligible for health insurance benefits, those Employees sharing the position may be eligible for health insurance as follows. Employees sharing a job pursuant to this Article will be eligible for health insurance benefits pro-rata based on the number of hours worked by the two Employees sharing the position. The County will pay only that amount of health insurance benefit it would have paid had one person been holding the position. Any additional premium or cost will be the responsibility of the individual(s) sharing the position and requesting health insurance.

18.03 Accrual of Seniority.

A full-time Employee who is approved for job sharing will accrue seniority on a pro rata basis during the period of time for job sharing approved by the relevant Department Head of Elected Officer.

18.04 Accrual of Leave.

Both Employees in a job sharing position will accrue vacation, sick and personal leave at rates proportionate to their hours worked.

18.05 Employment at Conclusion of Job Sharing.

The position which has been shared will be returned to full-time employment at the end of the time period granted for job sharing. The position will be filled by the Employee who originally held the position. If that Employee does not want the full-time position, then the other Employee will be offered the position. If neither Employee wants to hold full-time position, then the position will be filled according to terms of this Agreement.

ARTICLE XIX – TRAINING

19.00 The Department Head or Elected Officer may approve a leave for Employee training on subject matter directly related to the Employee's job. The training may consist of a training seminar or conference of two (2) weeks duration or less or a course for college credit of up to three (3) semester hours. The Employee attending the training will receive his/her normal salary and reimbursement for expenses incurred and the County will pay the registration fee.

19.01 Upon Department Head recommendation, an absence to attend any training seminar or conference lasting more than two (2) weeks or a course for college credit of more than three (3) semester hours credit, or the equivalent, may be approved by the Policy, Personnel and Appointments Committee. The Policy, Personnel and Appointments Committee shall specify remuneration and terms of reimbursement, if any.

19.02 If the Supervisor's approval is obtained in advance, when classes are taken outside of work hours, reimbursement will be for tuition and pre-approved expenses only.

19.03 The Union may schedule up to one hour per year of training at a time arranged between the Union and Employer.

ARTICLE XX – FINAL PAYCHECK

20.00 Terminating Employees will receive payment for accrued vacation/personal leave and unused compensatory time in a lump sum with the regular biweekly paycheck for the final pay period worked. The rate of payment for unused compensatory time shall be based upon the average regular rate received by the Employee during the last three years of the Employee's employment, or the final regular rate received by the Employee, whichever is higher. Employees who are terminated may be issued an advance payment of their final paycheck at their time of termination.

ARTICLE XXI – PAYCHECKS, PAYCHECK ERRORS AND DEDUCTIONS

21.00 Paychecks

Payroll periods end every other Saturday night at 12:00 Midnight and pay periods begin at 12:01 A.M. on Sunday morning. Employee pay direct deposits are issued on the first Friday following the end of a pay period and include all deductions from gross pay. All Employees shall enroll in direct deposit.

21.01 Paycheck Errors

Any paycheck error should be referred to the Employee within the department or office who regularly prepares the payroll. Corrections will be made no later than the following pay period with the approval of the Department Head.

21.02 Deductions

The following deductions may be made from an Employee's pay in accordance with established benefits, legal requirements and/or Employee option;

- A. Federal and State Income Tax
- B. FICA (Social Security)
- C. IMRF (Illinois Municipal Retirement Fund)
- D. Dependent Issuance Coverage
- E. HMO (Health Maintenance Organization)
- F. Deferred Compensation

- G. United Way
- H. Others as requested and/or approved.

ARTICLE XXII – VACATION

22.00 Accrual

Employees with less than five (5) years seniority shall earn ten (10) working days vacation annually, at a proportionate rate per pay period, and shall be limited to a maximum accrual of twenty (20) vacation days.

Employees with more than five (5) years of seniority shall earn fifteen (15) working days vacation annually at a proportionate rate per pay period, and shall be limited to a maximum accrual of thirty (30) vacation days.

Employees with more than ten (10) years of seniority shall earn twenty (20) working days vacation annually at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty (40) vacation days.

Employees with more than fifteen (15) years of seniority shall earn twenty-one (21) working days vacation annually at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty-two (42) vacation days.

Employees with more than twenty (20) years of seniority shall earn twenty-two (22) working days vacation annually at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty-four (44) vacation days.

Employees with more than twenty-five (25) years of seniority shall earn twenty-five (25) working days vacation annually at a proportionate rate per pay period, and shall be limited to a maximum accrual of fifty (50) vacation days.

Employees working for the Mental Health Department shall retain their current vacation accrual schedule in effect as of December 1, 1997, but shall have a maximum accrual of two years' vacation days at their current rate of accrual.

Part-time Employees will accrue vacation on a pro rata basis, according to hours worked.

Employees do not accrue vacation time during periods of layoff, approved leaves of absence, or during a strike.

No Employee shall accumulate more than the maximum accrual as stated above. Hours gained above the maximum will not be credited to the Employee's vacation balance, but will be forfeited.

22.01 Use

An Employee cannot take vacation prior to the successful completion of his probationary period.

The rate of vacation pay shall be the Employee's regular straight time hourly rate of pay in effect for the Employee's regular job at the time vacation is being taken.

Vacation time may not be taken in increments of less than fifteen (15) minutes without the written consent of the Employer.

22.02 Vacation Sign Up

- A. Once each year in December Employees will be given thirty (30) days to sign up for vacations. No later than January 15th, each Department or Office shall grant vacations, subject to operational need, in categories, as follows:
 - 1. First, Employees seeking five (5) or more consecutive work days of vacation will be granted available vacation by seniority.
 - 2. After Employees seeking five (5) or more consecutive work days of vacation have been granted vacation, remaining available vacation will be granted by seniority to those seeking to use remaining accrued vacation time in smaller increments.
- B. Outside of the annual thirty (30) day period for vacation sign-up, Employees may request the use of vacation time. Each Employee wishing to schedule vacation shall request such leave as far in advance as reasonably possible, but usually at least one week in advance of the requested vacation period. Requests will be granted, subject to operational need, on a first-come-first-served basis within five (5) days of the Employee's request. In the event of conflicting requests submitted the same day, seniority shall govern. In the case of an emergency, vacations may be canceled and rescheduled in advance of their being taken. Once an Employee's vacation request has been approved, he cannot be bumped by a more senior Employee requesting the same days off for vacation.

ARTICLE XXIII– WAGES

23.00 The salary range minimums and maximums for all positions covered by this Contract are as follows:

Grade	C	D	E	F	G	H	I
FY2025							
Minimum	<u>\$17.00</u>	<u>\$18.00</u>	<u>\$19.00</u>	<u>\$21.00</u>	<u>\$21.50</u>	<u>\$23.40</u>	<u>\$27.24</u>
Maximum	<u>\$21.77</u>	<u>\$22.87</u>	<u>\$26.91</u>	<u>\$28.87</u>	<u>\$31.81</u>	<u>\$35.09</u>	<u>\$40.88</u>

Grade	C	D	E	F	G	H	I
FY2026							
Minimum	<u>\$17.42</u>	<u>\$18.45</u>	<u>\$19.48</u>	<u>\$21.52</u>	<u>\$22.04</u>	<u>\$23.99</u>	<u>\$27.92</u>
Maximum	<u>\$21.44</u>	<u>\$23.38</u>	<u>\$27.51</u>	<u>\$29.52</u>	<u>\$32.53</u>	<u>\$35.88</u>	<u>\$41.80</u>

23.01 The assignment of position to Salary Grade Ranges – See Appendix C.

23.02 FY2025 – All Employees shall receive the greater of either the new salary range minimum or a 3.0% wage increase, retroactive to January 1, 2025.

23.03 FY2026 – All Employees shall receive a wage increase of 3.0% on January 1, 2026 or the across the board percentage amount budgeted by the County Board in its annual budget, to non-bargaining employees whichever is higher.

23.04 For those employees who are, or will be, above the salary range maximums for the applicable years, they will nonetheless receive the across the board increases referenced above; however, there will be no additional adjustment to the actual scale. Any new hires or promotions of current employees which occur during the term of this Agreement shall adhere to the above scale.

23.05 Living Wage. If the annual increase to the hourly rate as indicated under the foregoing paragraphs places any Employee's hourly rate below the living wage as defined by Champaign County Board Resolution No. 4503, that Employee's hourly rate shall be increased to the living wage as defined therein.

23.06 All employees who are employed as of the signing of this contract, and are still so employed as of the last day of the second full pay period after signing, shall receive a one time bonus of \$3000.

23.07 Master Control

A. **Holdover Pay.** Master Control Employees who are held over past the end of their regular shift shall receive a minimum of one (1) hour pay at the overtime rate.

B. **Training Pay.** Master Control operators who are assigned to train other Employees on the duties of the classification shall receive an additional compensation of \$1.75 per hour for all time spent in such training.

23.08 Part-Time Custodian. Part-time Custodians may elect one of the two following options regarding wages, personal days, sick days and holidays, which may be changed at the Employee's discretion by providing written notice to the Employer during the period of Open Enrollment, currently conducted during the month of October:

A. **Option A (Benefit time).** Employees shall be hired at the applicable rate of pay as stated herein in the preceding paragraphs.

B. **Option B (No benefit).** The rate of pay for the election of No-Benefits for a part-time custodian shall be 13% higher than the applicable rate of pay as stated in Article 23.00-23.01 herein. The Employee is not eligible for Vacation, Personal Days, Sick Days, or Paid Holidays as otherwise provided for in this Agreement.

ARTICLE XXIV – PERSONAL DAYS

24.00 Every Employee shall earn personal leave in accordance with the following schedule:

<u>Service Length</u>	<u>Number of Days</u>
Less than 1 year	1
1 through 5 years	2
6 through 14 years	3
15 or more years	4

24.01 Personal leave is granted to every Employee in the amounts as specified above at the beginning of each year of employment. Minimum charge against personal leave shall be in fifteen (15) minute increments. The Employer shall not require an Employee to give a reason as a condition for approving the use of personal leave, provided, however, that prior approval for the requested leave must be obtained. Approval will not be arbitrarily withheld.

24.02 Unused personal days shall not be carried over from one year of employment to the next.

ARTICLE XXV– SICK LEAVE

25.00 Employees covered hereunder shall earn paid sick leave of eleven (11) days per year at a proportionate rate per pay period for the first ten (10) years of employment, and for more than ten (10) years they shall earn thirteen (13) days per year. Maximum accumulation of sick leave is two-hundred-forty (240) days.

25.01 Sick leave may be used for the illness, disability, injury, or a medical or dental appointment

of the Employee or an Employee's spouse; domestic partner/civil union partner; son or daughter (including adopted or step son or daughter, if the Employee has legal guardianship); parent (including step-parent if that individual acted as a parent of the Employee when the Employee was a legal minor); or other members of the Employee's household.

25.02 Sick leave may be used in increments of fifteen (15) minutes a time.

25.03 Employees utilizing sick leave shall notify their supervisor of the necessity for sick leave as soon as practicable and the approximate length of absence required when possible. The Employer shall have the right to make such investigation of absences due to sick leave as it may deem necessary, and may require an Employee to furnish evidence of the illness, disability or injury. If the investigation or evidence supported does not support a claim for sick leave, the Employer shall have the right to reject the claim. If furnishing such evidence involves cost to the Employee, and if such evidence verifies the Employee was not abusing the sick leave, the Employer shall pay the cost of providing the additional evidence.

25.04 Employees may use available sick leave to supplement Worker's Compensation benefits or other disability-related compensation, but only to the extent of the difference between Worker's Compensation, or other disability-related compensation received, and normal sick leave pay. If an Employee suffers a work-related injury and does not have any accumulated sick leave, the Employee shall be allowed to accumulate a negative sick leave balance up to a maximum of twenty-four (24) hours.

25.05 Sick leave pay shall be at the Employee's regular straight-time hourly rate, exclusive of overtime or other premiums. No payment shall be made for unused sick leave at the termination of an Employee's employment, but retiring Employees may still use unused accumulated sick leave to augment IMRF benefits, if otherwise allowed by law.

25.06 Nothing in this provision shall affect the Employer's right to impose appropriate discipline in cases of Employee abuse of sick leave.

ARTICLE XXVI – NON-HARASSMENT POLICY

26.00 The Employer and the Union recognize that harassment is a form of employment discrimination that violates federal and state law.

26.01 The County Board maintains the Champaign County Personnel Policy in order to inform employees of their right to work in an environment free from harassment, and the responsibility of all employees to refrain from harassment. Additionally, the policy establishes procedures for filing a harassment complaint.

26.02 Anti-harassment policies will be enforced according to federal and state law, as referenced in the Champaign County Personnel Policy, Chapter 12 ANTI-HARASSMENT POLICY. Complaint procedures are also outlined in Chapter 12.

26.03 This Article shall not be construed as a limit on the Employer's power under Article VI to

impose additional restrictions to ensure the Employer and its Employees act in a professional manner toward Employees, Champaign County residents, and others.

ARTICLE XXVII – EXTENDED LEAVE OF ABSENCE WITHOUT PAY

27.00 A Leave of Absence Without Pay (LOA) may be granted for short term disability, or reasons other than those covered by Family Medical Leave Act.

27.01 A non-probationary Employee will not be required to use all of his/her accrued benefit time before beginning their LOA without pay.

27.02 A LOA of less than one (1) calendar month may be arranged between an Employee and the Department Head or Elected Officer. If possible an Employee requesting a LOA for a period of one (1) month or less shall notify his/her Department Head or Elected Officer of the request, in writing, at least three (3) days prior to the LOA.

27.03 If the Employee will be absent from work longer than the accrued benefit time available to be taken plus one (1) month, if granted, a request for a LOA not to exceed four (4) months shall be submitted to the Department Head or Elected Officer. The Department Head or Elected Officer will respond to the request for leave within five (5) working days of the date he/she receives the request for leave. The Employee shall notify his/her Department Head or Elected Officer in writing of this request as soon as he/she becomes aware of the need for an extended LOA and at least three (3) days prior to the end of benefit time or leave time already granted if possible. The written request shall contain the reason and expected length of the absence. A leave of Absence is granted at the sole discretion of the Employer.

27.04 An Employee who is granted a LOA under this Article will be returned to his/her prior position at the end of such leave, unless the position has been eliminated as allowed by this Agreement.

27.05 An Employee who does not report for work at the end of an approved Leave of Absence or any extension thereof shall be deemed to have resigned as of the date of the Employee's next scheduled work day after the expiration of the LOA. If final action on a request for leave cannot be taken until accrued benefit time has been exhausted or approved leave has expired, an Employee who has not return to work within seven (7) days after notification by the Department Head or Elected Officer shall be deemed to have resigned.

27.06 All LOAs under this Article shall be without payment of salary from Employer. Employees on an approved Leave of Absence will not earn or accrue benefit time (vacation, sick, holiday or personal leave). The Employer will continue to pay the Employer's contribution for health insurance coverage and the Employee may receive creditable service for IMRF and leave benefits, not to exceed five (5) months, however the Employee must comply with IMRF requirements for creditable service. Time spent on an approved Leave of Absence will count toward determination of length of service with the Employer in computing benefits when the Employee returns to work.

27.07 The Employee remains responsible for payment of any additional individual or dependent

coverage premiums for health insurance or payment for Health Maintenance Organizations premiums while on an approved Leave of Absence.

27.08 The Department Head or Elected Officer shall provide copies of an approved LOA which include the various terms and conditions of the leave to the following:

- A. Employee
- B. Director of Administration
- C. Payroll Accountant

27.09 Before an Employee may return to work from a leave of absence granted due to a short term disability, the Employee must have a doctor's statement approving the return to work in the Employee's position.

27.10 Department Heads and Elected Officers may fill a position that is vacant due to an Employee being on an approved LOA with a temporary Employee if sufficient funds are budgeted in the appropriate temporary line item.

27.11 Although the Leave of Absence policy is designed to be flexible enough to accommodate most specific situations, there will be occasions that require techniques or solutions outside the established guidelines. Requests beyond the Leave of Absence benefits granted by this policy may be referred by the Department Head or Elected Officer to the County Board for final approval. The approval of an extended Leave of Absence maintains length of service credits. However, Employer paid health insurance benefits will not be provided, if a Leave of Absence is approved or extended to an Employee for a period longer than the four (4) months stipulated by this policy. An Employee on an approved LOA, will be allowed to maintain his/her health insurance benefits for a period of up to one year at his/her cost. The Employee's health insurance premiums must be paid either through payroll deduction, or by direct payment by the Employee to the County at the same time as it would be made if by payroll deduction.

27.12 A leave of absence necessitated by a work related injury will be granted as a right under this Article. When the request for leave is due to a work related injury, accrued benefit time may be used to supplement Worker's Compensation benefits, not to exceed his or her normal compensation at the option of the Employee.

27.13 Individuals hired to fill a vacancy created by an Extended Leave of Absence are temporary and are not entitled to any of the benefits of this Agreement.

ARTICLE XXVIII – FAMILY AND MEDICAL LEAVE ACT

28.00 The Employer and the Union recognize the Employer's obligation to comply with the Family Medical Leave Act (FMLA).

28.01 The County Board maintains the Champaign County Personnel Policy in order to fulfill its

obligation to comply with FMLA.

28.02 Family and medical leave shall be granted in accordance with state and federal law, as referenced in the Champaign County Personnel Policy, Chapter 8-7 FAMILY AND MEDICAL LEAVE OF ABSENCE.

28.03 Paid leave will run concurrent with FMLA leave under the circumstances listed in the Champaign County Personnel Policy, Chapter 8-7.3 SUBSTITUTION OF PAID LEAVE. Notwithstanding these provisions, the Employee may reserve up to sixty percent (60%) of his/her accrued paid time. An employee shall not be required to use sick leave as FMLA until the Employee has already used ten (10) days of sick leave within any rolling twelve (12) month period.

28.04 Any violation of the FMLA, County Policy, or of any state laws, or their respective implementing regulations relating to family and medical leave, shall be subject to the grievance and arbitration provisions of this Agreement. Any remedies provided for in federal and state laws as well as remedies provided for under this Agreement shall be applicable for any violations of these laws.

28.05 The Employer acknowledges its obligation to bargain over any change to the FMLA or County Policy pertaining to the FMLA which would diminish or impair employees' rights under the FMLA at the time of execution of this agreement.

28.06 At the conclusion of leave, an employee will be restored to the position he/she held at the time the leave began or to an equivalent position with equivalent benefits, pay and other terms and conditions subject to the Layoff and Recall Article. Fringe benefits accrued prior to the leave will not be lost as a result of leave. However, employees do not accrue additional seniority or employee benefits during the period of leave.

28.07 A medical certification of illness and its seriousness, both as to the employee and/or a family member, will be required. It must also state the expected duration of the leave. Forms for such certification are available from the employer. If there is a reason to doubt the validity of the certification, the County may, at its own expense, require the employee or family member to obtain from a doctor of the County's choice a second medical certification. However, the second medical certification shall be within a reasonable distance of the family member's residence and will not create an undue hardship. If a conflict arises, the County may require a third opinion, which will be a doctor chosen by the first two doctors. The County shall pay the cost of the third opinion. The third opinion shall be final and binding.

28.08 Vacancy

Individuals hired to fill a vacancy created by an FMLA leave are temporary and are not entitled to any of the benefits of this Agreement.

ARTICLE XXIX – JURY AND WITNESS LEAVE

29.00 Any Employee who is called for jury duty shall be excused from work for the days served. The Employee shall receive his/her normal rate of pay for each day of jury duty for which he or she would have worked. During this time, if the Employee is not actually performing jury duty, the Employee shall return to work for the remainder of the work day. The payment received for jury duty shall be returned to the County; however, the mileage reimbursement shall be retained by the Employee.

29.01 If an Employee is served a subpoena to appear as a witness for a matter relating directly to his/her employment, the individual will be paid his/her normal salary during the time the Employee is required to be away from his/her place of work. If the testifying Employee is not scheduled for a work shift during the time he/she is required to be present, the Employee will still be paid his/her normal wage, subject to the overtime provisions contained in this Agreement, for the time the Employee has been requested to attend the proceeding.

29.02 Department Heads and Elected Officers shall maintain records of the days on which jury and witness duty is served by Employee.

ARTICLE XXX – BEREAVEMENT

30.00 Full-time and part-time Employees shall be granted bereavement leave with pay for missed scheduled working hours for five (5) consecutive workdays following the death of a: spouse; domestic partner/civil union partner; son or daughter (including adopted or step son or daughter; parent (including step-parent if that individual acted as a parent of the Employee when the Employee was a legal minor); or brother or sister.

30.01 Full-time and part-time Employees shall be granted bereavement leave with pay for missed scheduled working hours for three (3) consecutive workdays following the death of a step-parent, grandparent; grandchild; step-brother; step-sister; brother-in-law; sister-in-law; mother-in-law; father-in-law; son-in-law; or daughter-in-law.

30.02 Employees who must travel over 400 miles as a result of the death of a relative as stated in the preceding two paragraphs shall be granted up to two additional days of bereavement leave. Verification of the required travel shall be provided to the Employer.

30.03 If bereavement leave is required other than as granted in the preceding three paragraphs, up to five (5) additional days may be charged to leave without pay or accrued personal leave or vacation leave. Approval of additional leave under this Article shall not be withheld.

ARTICLE XXXI – MILITARY LEAVE

31.00 Any Employee may take a leave of absence without pay for active or reserve duty with a military unit of the United States or the State of Illinois. The Employee shall provide copies of military orders and annual drill schedule necessary to implement leave to the Employer as soon as

possible after the Employee's military commander provides such documents to the Employee.

ARTICLE XXXII – HOLIDAYS

32.00 The following are paid holidays for eligible Employees:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Spring Day	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans Day	November 11
Thanksgiving	Fourth Thursday of November and the Friday after
Christmas Eve Day	December 24
Christmas Day	December 25

Each employee may choose a one day floating holiday pursuant to the department's personal leave policy. Floating holidays do not roll over to the next calendar year.

When a holiday falls on a Saturday, the previous Friday shall be given as a holiday. When a holiday falls on a Sunday, the following Monday shall be given as a holiday.

32.01 In order to be eligible for holiday pay, the Employee must work the scheduled working day immediately preceding and immediately following the holiday, unless the Employee's absence is excused by the Employer. Approved days off the day before and day after will count as time worked for the purpose of computing holiday pay eligibility.

32.02 A holiday falling during an Employee's regularly scheduled vacation shall be counted as a holiday and not as a vacation day.

32.03 For an eligible Employee who normally works five or more days a week, if a holiday falls on an Employee's first scheduled day off, he will receive the previously scheduled work day as a holiday. If a holiday falls on an eligible Employee's second scheduled day off, or a day off he would otherwise be entitled to under this Article, he will receive the following scheduled work day as a holiday, (excluding Deputy Coroners and Master Control Officers). When a holiday falls on a Deputy Coroner's scheduled day off, they will receive the 8 hours of compensatory time for the holiday. When a holiday falls on a Master Control Officer's scheduled day off, they will receive 8 hours of compensatory time or straight time pay, at the discretion of management, for the holiday.

32.04 Eligible Employees who do not work a holiday shall receive holiday pay computed at their regular straight-time hourly rate of pay for the number of hours they are normally and regularly

scheduled to work immediately prior to the holiday, not to exceed eight (8) hours.

32.05 Eligible Employees who work on a holiday shall receive holiday pay computed at their regular straight-time hourly rate of pay for the number of hours worked; but in no event shall holiday pay be less than the regular straight-time hourly rate of pay for the number of hours they are normally and regularly scheduled to work immediately prior to the holiday, not to exceed eight (8) hours. In addition to holiday pay, for each hour worked on a holiday, eligible Employees shall receive two times their regular straight-time hourly rate of pay or, at the agreement of the Employee and Employer, the Employee shall receive compensatory time off at a rate of two (2) hours for each hour worked.

32.06 Eligible Employees who do not work a holiday and who normally work less than five days a week shall be paid for all holidays, regardless of whether they fall on a normally scheduled work day, but shall have their holiday pay prorated based on the ratio of the annual budgeted hours for their position at the time of the holiday to the hours budgeted for a person who normally works five or more days a week in a comparable position. Employees may supplement holiday pay prorated under this section with benefit time to maintain their regular pay for the pay period.

ARTICLE XXXIII – HAZARDOUS WEATHER DAYS

33.00 If a hazardous weather situation arises before the start of an Employee's working hours, the following procedures will be used:

- A. An Employee will not be required to forfeit a day's pay during times of natural disaster when, by order of the Sheriff, the County office building in which he/she works is closed. Jail clerical Employees shall not be required to work when the clerical Employees in the Sheriff's office are not required to work.
- B. If the County Office Building in which an Employee works is not declared to be closed and the Employee is unable to arrive at work, the Employee may: 1) utilize a Personal Leave Day; 2) utilize a vacation day; 3) have a day's salary deducted from his/her next pay check; 4) make arrangements with her/his Department Head or Elected Officer to work additional hours to compensate for those hours missed; or 5) utilize compensatory time.
- C. If a hazardous weather situation arises after the start of an Employee's working hours, the Employee's Department Head or Elected Officer may allow the Employee to leave work early consistent with office staffing requirements, and the Employee may utilize personal, vacation or compensatory time, or make arrangement with his/her Department Head to work additional hours to compensate for those hours missed.
- F. Employees who are required to work when their buildings are closed, or whose buildings cannot by their nature close during hazardous weather (for example, the jail and the maintenance shop), will receive compensatory

time equal to the amount of time worked on the hazardous weather day.

ARTICLE XXXIV – HEALTH AND LIFE INSURANCE

34.00 The Employer shall make available to all employees a group medical, major medical and hospital health insurance plan. Employees shall be eligible for health insurance coverage if they work at least thirty (30) hours per week and have completed at least two months of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage. Employees may elect health insurance coverage for themselves and their eligible dependents.

34.01 Health Insurance Plan/Benefit Structure. Changes to the benefits structure of the Health Insurance Plan to be offered each year may be modified only in accordance with the terms of the Agreement for Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix E.

34.02 Additional Alternative Health Care Plans. The County may offer additional alternative health plans to its employees in accordance with the terms of the Agreement for a Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix E. If an employee selects an alternate health plan provided by the Employer with a premium rate higher than the health insurance plan defined in 34.01, the employee shall pay the additional premium costs associated with that plan. If an employee selects an alternative health care plan provided by the Employer with a premium rate lower than the health insurance plan defined in 34.01, the Employer shall make available the difference in annual premium to be applied toward deductible costs through a Health Care Reimbursement Account made available to the Employee.

34.03 Employee Premium Cost Sharing. Beginning January 1, 2025, the County shall pay eighty-six percent (86%) of the monthly premium cost of the employees' single coverage and the employee shall pay fourteen per cent (14%) but no more than \$150.10 per month. Beginning January 1, 2026, the County shall pay the same proportion of the monthly premium cost of the employees' single coverage and the employee shall pay up to but no more than \$160.00 per month.

34.04 Dependent Premium Cost. For employees who enroll in a health insurance plan which also covers dependents, the County will pay the amount of the single health insurance plan as designated to be paid by the Employer in 34.03 toward dependent insurance costs, at minimum. The employee shall pay the remaining balance of the monthly premium for the dependent health insurance benefits he has selected, except in the case where both spouses are employed by the County. Beginning January 1, 2025, the County will contribute two hundred (\$200.00) monthly over the current Employer contribution as defined in 34.03 toward the medical insurance premium cost of the Employee plus Spouse coverage; \$250 toward the Employee Plus Children coverage; and \$300 for Family coverage if selected by the employee.

34.05 When spouses are both employed by the County, the County shall pay the designated premium described above for the spouse who signs up for family coverage, and the County shall contribute to the family coverage on behalf of the second spouse an amount equal to the premium contribution to be paid by the County in that fiscal year as described above, or an amount equal to the balance due to that couple's family/dependent coverage, whichever is less.

34.06 The County will make available at its group rate health insurance coverage for Employees who retire, and their dependents. The premium for retiree and retiree dependent coverage will be paid in full by the retired Employee.

34.07 An Employee on an extended leave of absence without pay or on FMLA leave who fails to pay his portion of health insurance premiums by the appropriate due date, shall have his health insurance cancelled. Upon such Employee's return to work, he shall have thirty (30) days to notify the Employer in writing of his desire to reinstate his health insurance coverage. The effective date of the reinstated health insurance coverage shall be the date upon which the Employee returns to work. The Employee shall be responsible for his portion of health insurance premiums retroactive to the pay period within which the Employee returns to work. If an Employee fails to reinstate his health insurance coverage within thirty (30) days of his return to work, he shall be ineligible for health insurance coverage through the Employer until the next open enrollment period.

34.08 If the LMHIC approves an FY2026 HDHP with a deductible in excess of \$2000 and without an HCA that includes reimbursement above \$2000 the employer will establish an HRA for all employees that includes reimbursement above \$2000, pending LMHIC approval. If the LMHIC does not approve the HRA the Union may notify the Employer of its intent to reopen negotiations with respect to wages, bonus, personal days, premium cost sharing, Healthcare Savings Accounts or other insurance add-ons but not the insurance package as approved by the LMHIC.

34.09 Life Insurance. The Employer shall provide Employees with life insurance coverage of \$20,000.00. An Employee shall be eligible for life insurance coverage if he works at least thirty (30) hours per week and has completed at least two (2) months of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage.

34.10 Insurance benefits shall be subject to the provisions of the policy or policies between the Employee and the carrier(s). A difference between an Employee or her beneficiary and the insurance carrier or the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. The Employer's obligation under this Article is limited solely to the payment of the premium as stated herein.

ARTICLE XXXV – UNIFORMS

35.00 To the extent that the Employer provides uniforms as of the date of the execution of this Agreement, the Employer will continue to provide uniforms for the duration of the Agreement. The type, style and extent of the uniform to be provided is in the sole and exclusive discretion of the Employer and may change from time to time.

35.01 Clothing

The Employer shall provide the Physical Plant Maintenance Division Employees with five (5) collared shirts. Employer shall reimburse Physical Plant maintenance Employees for five (5) pairs of blue jeans per fiscal year, not to exceed \$150 per year.

The Employer shall provide the following clothing items to Physical Plant Custodial Division employees: three (3) pair of cotton trousers; two (2) pair of cotton shorts; and five (5) collared shirts. The Employer shall replace the above items upon demonstrated need.

Physical Plant Maintenance Employees who are primarily assigned to do grounds work have the option of five (5) t-shirts or five (5) collared shirts, or a combination of t-shirts and collared shirts for a total of 5 shirts.

The Employer shall provide the following items to the Animal Control Wardens: four (4) short sleeve and three (3) long sleeve shirts, four (4) pairs of pants.

The Employer shall replace the above items upon demonstrated need.

35.02 Boots

The Employer shall reimburse Physical Plant maintenance Employees and Animal Control Wardens for one (1) pair of work boots or cold weather boots every fiscal year, not to exceed \$150 per pair.

35.03 Winter Wear

The Maintenance and Grounds Division will be reimbursed for their choice of either insulated coveralls or insulated bib overalls. If the bib overalls are selected by the Employee, she/he may also receive reimbursement for a heavy duty winter jacket. The Custodial Division will receive reimbursement for a heavy duty winter jacket only. Reimbursement will not exceed a total of \$130.00 for the two pieces- \$65.00 for each piece. The color of the winter wear must be brown or black.

The Employer will provide Animal Control Wardens with coats.

35.04 Rain Gear

The Maintenance and Grounds Division will be reimbursed for a rain suit which includes pants and jacket. Reimbursement will be no more than a total of \$35.00 and the color must be yellow.

35.05 Light Weight Jacket

Both the Maintenance and Grounds Division and the Custodial Division will be reimbursed for the cost of a light weight jacket to be worn in the fall and spring. The reimbursement will not exceed \$60.00 and the color is to be navy blue.

35.06 The County will reimburse Employees for outer wear costs as set forth above when necessary due to normal wear and tear. Employees are expected to take care of their uniform and keep all outer wear in their personal vehicle or left at the County so that they are readily available. The current year's inventory of uniforms and the out wear must be returned to the County and

cleaned prior to termination.

35.07 Full-Time Master Control Operators will be provided three (3) pairs of work pants, two (2) long sleeve shirts and two (2) short sleeve shirts. Part-Time MCO's will be provided one (1) pair of pants, one (1) long and one (1) short sleeved shirt. The Employer shall replace the above items upon demonstrated need. The type, style, and extent of the uniform provided is in the sole and exclusive discretion of the Employer and may change from time to time. Notwithstanding the above, all shirts shall clearly identify the wearer as an employee of the County Sheriff's Office.

35.08 Equipment

Animal Control Wardens shall be provided with duty belts containing a baton, mace, and a flashlight, as well as a ballistic vest. County-provided equipment shall be returned to the Employer upon termination of employment with the County.

The Evidence Property Officer will be given a county-issued cell phone for work purposes during work hours.

ARTICLE XXXVI – PENSIONS

36.00 Illinois Municipal Retirement Fund (IMRF)

The benefits of the Illinois Municipal Retirement Fund and eligibility for IMRF are determined by the state law and not by the County. The benefits are subject to change. Employees will be notified of changes in benefits by the County. Included are temporary and permanent disability payments, pension and death benefits. See the most recent edition of the pamphlet distributed by the Administrative Services HR Division for a detailed description of your benefits.

ARTICLE XXXVII – GRIEVANCE PROCEDURE

37.00 A grievance is defined as a difference of opinion raised by a non-probationary Employee or the Employer involving the meaning, interpretation, or expressed provisions of this Agreement.

37.01 The purpose of the grievance procedure shall be to settle Employee grievances on as low an administrative level so as to ensure efficiency and Employee morale. No Employee making good faith use of this procedure shall be subject to any reprisals.

37.02 Grievances will be processed in the following manner and within the stated time limits. Time extensions beyond those outlined below may be arranged by written mutual agreement of the parties concerned.

Step 1 The aggrieved Employee(s) and/or Union shall first present the issue verbally to the immediate supervisor within ten (10) working days of the occurrence of the incident, not including the day of the incident, or in cases of discipline, within ten (10) working days of the Union's receipt of the documented discipline, to determine if the matter may be resolved

informally. The Employee(s) may be accompanied by a Union Official in the presentation.

Step 2

The aggrieved Employee(s) and/or Union shall reduce the grievance to writing. The written grievance generally should include the following information:

- A. Identification by section number of the provisions of the Agreement that the Employee(s) and/or Union claims have been violated. Claims relating to contractual provisions not specifically identified in the written grievance are not deemed waived.
- B. A brief statement of the specific conduct which has violated the provisions identified;
- C. The name of those Employees or Employer representatives responsible for the conduct giving rise to the grievance, if and to the extent known; and
- D. The remedy sought in the grievance process.

The aggrieved Employee(s) and/or Union shall then present the written grievance to the immediate supervisor within five (5) days of the meeting described in Step 1. The supervisor will give a written response within ten (10) days following the presentation, not including the day of the presentation. If the supervisor is an appointed Department Head, an appeal from Step 2 would be directly to Step 4. If the supervisor is an Elected Officer, an appeal from Step 2 would be directly to Step 5.

Step 3

If the grievance is not resolved satisfactorily at Step 2, the written grievance shall be presented to the appointed Department Head or Elected Officer within five (5) working days after the Step 2 response was received or due. The appointed Department Head or Elected Officer shall have five (5) working days following the presentation, not including the day of presentation, to study the grievance, confer with the Union Representative, Union Steward and/or grievant(s) and attempt to resolve the dispute. If the grievance is not satisfactorily resolved in that time period, the Union may proceed to the next Step of the grievance process. If no response is given within five (5) days following the presentation, not including the day of the presentation, the grievance will be deemed denied and automatically advanced to the next Step of the grievance process.

Step 4

Appointed Department Heads

For departments or offices other than those run by an Elected Officer, the Union shall deliver to the County Executive, or designee, a copy of the grievance submitted in Step 3 of the procedure within ten (10) working days after the Step 3 response is received or due. If the grievance is not delivered within this period, it is deemed automatically withdrawn unless it was automatically advanced to Step 4. The County Executive or designee shall meet and discuss this grievance with the grievant and Union within ten (10) working days following receipt of the grievance.

The County Executive or his designee shall have authority to examine all issues presented in the original grievance, unless barred from doing so by prior written settlement.

By mutual written agreement of the County Executive or his designee and the Union, the grievance may be remanded back to Step 3. If this is done, all deadlines and procedures shall apply to the grievance at Step 3 as if it were presented for the first time at Step 3, except:

- A. the grievance is treated as if filed at Step 3 on the date of remand;
- B. the deadline to file the grievance at Step 3 does not apply to the grievance on remand; and
- C. the written agreement to remand the grievance may narrow the issues for consideration.

The County Executive or his designee will submit his decision in writing within ten (10) working days of the Step 4 meeting, not including the day of the meeting. If the grievance is not satisfactorily resolved within that time period, the Union may proceed to Step 5. If no response is given within ten (10) working days of the Step 4 meeting, not including the day of the meeting, the grievance will be deemed denied and automatically advanced to Step 5.

Step 4

Elected Officers. Grievances relating to Elected Officers shall skip Step 4 and proceed directly to Step 5.

Step 5

Mediation. If a grievance is not resolved at Step 3 (for Elected Officers) or Step 4 (for other offices or departments) the Union has the right to request mediation by the Federal Mediation and Conciliation Service. Such request will be in writing to the County Board Chair or Elected Officer who decided the previous Step within seven (7) working days of the receipt of an answer. The Union and the County Board Chair or Elected Officer who decided the previous Step shall promptly send a joint letter to FMCS, requesting their services.

The parties agree to use the current rules for FMCS mediation, as stated in Appendix D. Should these rules change, the Employer and the Union shall bargain the continued use of mediation at Step 5.

This Step 5 may be waived by mutual written consent of both parties.

Step 6

Arbitration. Grievances not resolved may be referred in writing by either party to arbitration within seven working (7) days of the last mediation session in Step 5, not including the day of that session. Either of the parties may request FMCS or the American Arbitration Association to submit a panel of nine (9) arbitrators from which the parties shall make a selection within thirty (30) days of receipt of such panel, by each side striking a name from the list. Each party has the right to reject one entire panel. The party requesting arbitration shall make the first strike and the last name remaining on such list shall be deemed selected jointly as the neutral arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to decide any other issues not so submitted. The arbitrator shall be without authority to make decisions contrary to, inconsistent with, or modifying or varying in any way applicable State or Federal laws. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination has been made that the issue is subject to arbitration, the arbitrator shall hear the merits of the dispute, however, a final award on the merits shall not be rendered until a decision is made that the dispute is subject to arbitration. The arbitrator's determination with respect to arbitrability shall be subject to reversal only if the reviewing authority finds it to be without reasonable basis. The arbitrator shall submit a decision to the parties, in writing and within thirty (30) days following the hearing or the submission of briefs by the parties, whichever is later, unless the parties each agree to an extension thereof. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The selected arbitrator shall not have the jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. Except as otherwise provided herein, the decision of the Arbitrator shall be final and binding on the Employer, Union and the Employee(s).

37.03 The fee and expense of the arbitrator and the cost of a single copy of a written transcript for the arbitrator shall be borne equally by the parties; however, except as stated in the Union Rights Article, each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

37.04 It is agreed that the procedure herein for settling disputes by arbitration, shall be used to the exclusion of any other means available to the Employer, the Union and the Employee(s).

37.05 If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered withdrawn. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next Step, up to and including Step 4. The term "work days", as used in this Article, shall mean the days when Employees covered by the Agreement are scheduled to work.

37.06 By mutual agreement of Employer and Union, grievances may be filed at the appropriate advanced Step.

Grievances may be withdrawn at any time. By such withdrawal, the facts giving rise to the grievance will be withdrawn, and the grievance may not be refiled; and the applicable issue of contract interpretation will be withdrawn, but the issue may be the subject of another grievance in the future.

Grievances may be settled in writing at any time. Unless a written settlement specifically states otherwise, a written settlement of a grievance at a lower Step shall bar appeal of all issues contained in the grievance to a higher Step of the grievance process. If the settlement specifically allows appeal of some but not all issues, it shall set forth with particularity which issues may still be appealed.

Employees shall be responsible for obtaining prior approval from their supervisors to attend grievance meetings and arbitration hearings. Such approval will not be unreasonably withheld.

The Union or the Employer may request the production of specific documents, books, papers, or witnesses, reasonably available from the other party and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

37.07 The investigation, filing and processing of grievances shall primarily be the responsibility of the steward. All time spent during working hours presenting or investigating a grievance shall be subject to the operational needs of the Employer. No Employee or Union steward shall leave work to investigate, file or process a grievance without first notifying and obtaining the permission of his or her supervisor and the supervisor of the department or office where he or she is going to be conducting the investigation. Time spent presenting or investigating grievances during working hours shall be reasonable and by agreement between the Union and the Employer, which agreement shall not be unreasonably withheld. Time spent investigating grievances may be tacked to an Employee's break, lunch break, or the end of the Employee's work day. Breaks or lunch hours may be flexed to allow additional time to investigate grievances.

Employees in this bargaining unit shall be compensated for reasonable work time spent as a steward investigating grievances in any Champaign County AFSCME bargaining unit. Employees are responsible for designating paid hours spent investigating grievances on their time sheets.

Grievances will be presented during the grievant's working hours at Steps 1 and 2, and at a time set by mutual agreement of the grievant, the Union, and the Employer, for Steps 3 and 4. Employees shall be compensated for work time lost in presenting grievances arising under this contract, as grievant or Union steward.

ARTICLE XXXVIII – DISCIPLINE AND DISCHARGE

38.00 The Employer shall have the right to discipline or discharge any post-probationary Employee with just cause. Discipline will be issued within ten (10) working days after: (1) the Employer is aware of the incident giving rise to the discipline; and (2) has completed its investigation. An Employee may be placed on administrative leave pending determination of possible discipline.

38.01 The parties agree with tenets of progressive and corrective discipline. Discipline is defined as an oral reprimand, a written reprimand, suspension or discharge. The type of disciplinary action imposed shall be based on the seriousness of the offense. Disciplinary action may include one or more of the following:

- Oral reprimand;
- Written reprimand;
- Suspension (written notice to be given);
- Discharge (written notice to be given).

Counseling that is not documented and labeled as one of the above forms of discipline shall not be considered discipline for purposes of progressive discipline.

38.02 If the Employer has reason to discipline an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

38.03 In the event disciplinary action is taken against an Employee, the Employer shall furnish the Employee, the Union President, and the Chief Steward a written statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it from the particular incident of misconduct unless new facts or circumstances become known.

38.04 An Employee shall be entitled to the presence of a Union Representative at an investigatory interview if he requests one, and the Employer will notify the Employee of the right to a Union Representative before the interview.

38.05 An Employee is entitled to the presence of a Union Representative when discipline is issued, if he requests one. Once the Employee requests a Union Representative, the meeting will not begin or continue until a Union Representative is present. If a Union Representative is not available when requested at this time, the ten (10) day deadline in Section 38.00 shall be extended

until a meeting can be scheduled with a Union Representative present. Debate shall be reserved to the grievance process.

38.06 All discipline must be labeled as such and documented in writing in the Employee's personnel file. Any documented oral reprimand will be removed from the Employee's file after one (1) year if there has been no additional discipline documented against the Employee within that year. Any documented written reprimand will be removed from the Employee's file after three (3) years, if there has been no additional discipline documented against the Employee within the three-year period.

ARTICLE XXXIX – EMPLOYEE PERSONNEL FILES

39.00 Employee personnel records shall be maintained for all Employees at the relevant department or office. The Director of Administration or designee, Department Head or Elected Officer, or designee, and Employee and/or his/her representative shall have the right to examine and copy the Employee's records a reasonable number of times with a minimum of twice a year during regular working hours without a loss in pay. Personnel records shall be retained for a period of five (5) years after termination of employment. The Employer shall provide to the Employee a copy of any disciplinary action or material placed in the Employee's file at the time it is placed in the file.

39.01 Contents of Employee records:

- A. Personnel records should contain only the following information:
 - 1. A receipt for information received during new Employee orientation;
 - 2. All evaluations;
 - 3. Letters of reference, commendation or complaint;
 - 4. Applications;
 - 5. Memos of oral warnings and written Employee warning records;
 - 6. Training records;
 - 7. Requests for leaves of absence;
 - 8. Attendance, sick leave, vacation leave, compensatory time, and overtime (if applicable) records;
 - 9. A record of persons seeking to examine documents in the
 - a. Employee's file and dates these documents were examined;

10. Resignation letters; and

11. All other pertinent job-related information.

B. Any information obtained relating to an individual's physical or mental conditions, medical history or medical treatment shall be collected and maintained on a separate form, in a separate medical file and will be treated as a confidential medical record, except that:

1. Supervisor and managers may be informed regarding necessary restrictions on the work or duties of the Employee and necessary accommodations.

2. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.

3. Government officials may have access to these records when investigating compliance with federal or state laws or regulations.

ARTICLE XL – SAFETY AND HEALTH

40.00 The Employer agrees to provide Employees with a reasonably safe and healthy working environment. The Employer agrees to enforce and continue implementation of applicable laws governing health and safety in the workplace. The Employer shall have the right to make reasonable rules to ensure the safety and health of Employees during the hours of their employment. All Employees shall comply with all safety rules and regulations established by the Employer.

40.01 Where a clear and present danger exists, the Union or Employees may initiate a grievance at the final step of the grievance procedure preceding arbitration.

40.02 The parties will have joint health and safety committee meetings upon request but not more than quarterly on work time without loss of pay to the bargaining unit members. The Union's committee will consist of two (2) representatives who are included in this bargaining unit.

40.03 The Union and Employer agree to the tenets of the Drug-Free workplace.

ARTICLE XLI – LABOR-MANAGEMENT MEETINGS

41.00 For the purpose of maintaining communication between labor and management in order to cooperatively discuss and solve problems of mutual concern, the Employer and the Union agree there shall be labor management meetings scheduled if either the Employer or the Union identify a need for a labor management meeting at some time during the year. A labor management meeting can be called and scheduled by the mutual consent of the Employer and the Union. The

party calling the meeting shall communicate the issue in writing to be discussed which should be limited to: a) discussion on the implementation of the administration of this Agreement; b) a sharing of general information of interest to the parties; and/or c) notifying the Union in changes in conditions of employment contemplated by the Employer which may affect Employees. These meetings shall be without loss of pay for those scheduled to work at the time of the meeting; however, in addition to the officers of the Union, there shall be no more than two Employee representatives in attendance on any one particular issue to be discussed.

ARTICLE XLII – TEMPORARY ASSIGNMENT

42.00 When a position becomes vacant, either through separation of employment (termination, resignation, or retirement) or approved leave of absence (as defined in the ELOA, FMLA, and Military Leave Articles of this contract), for a period of longer than one (1) day, and an Employee of this bargaining unit is required to perform the duties of that position; if the vacant position is in a classification above that of the bargaining unit Employee required to do the work, the Employee shall receive a pay upgrade of 10% for the time spent in performing those duties. The determination of assignment of upgrade work and time spent doing that work shall be at the Employer's discretion, with the Employee provided prior notice of said assignment.

42.01 Notwithstanding the above, when the Lead Skilled Trades position becomes vacant for scheduled time off for a period of one (1) day or more, or unscheduled time off for a period of three (3) days or more, the Skilled Trades Employee required to assume the supervisory responsibility of the Lead Skilled Trades position shall receive a pay upgrade of 10% for four (4) hours per day on the 1st or 4th day respectively, through the end of the vacancy.

ARTICLE XLIII – CHECKOFF

43.00 The Employer agrees to deduct from the pay of those Employees who individually request it, any or all of the following:

- A. Union membership dues, assessments, or fees;
- B. Union-sponsored benefit programs;
- C. PEOPLE deductions.

43.01 Upon notification by the Union of an appropriate written authorization from an Employee, such authorized deductions shall be made in accordance with the law and shall be remitted biweekly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

43.02 Authorized deductions shall continue until the Employer is notified by the Union to cease collection. Any employee wishing to revoke these deductions shall be directed to the Union.

43.03 The Employer shall rely on the information provided by the Union regarding whether deductions are properly authorized, revoked, canceled, or changed. The Union shall indemnify,

defend and hold the Employer harmless against any claim, demand, suit, liability, damages and costs of defense, including reasonable attorneys' fees arising from any action taken by the Employer in complying with this Article.

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

43.05 The written statement attached as Appendix B shall be provided to all new permanent Employees. The Union shall provide the Employer with written notice of any changes in Union dues, Union Stewards, and/or Union Stewards' contact information.

ARTICLE XLIV – PARENTAL LEAVE

44.00 Parental leave of 12 weeks paid leave is available for eligible employees for the birth of a child or placement of a child through adoption or foster care.

Eligible employees must be:

- a regular full-time or part-time employee; and
- have been employed with the County at least 12 months; and
- worked at least 1,250 hours during the 12 month period immediately before the commencement of leave; and
- meet the requirements for parental leave as defined under FMLA; and
- have given birth to a child; or
- are a spouse of a woman who has given birth to a child; or
- the father of a newborn child; or
- have adopted or been placed with a foster child, who is age 17 or younger, except the adoption of a spouse's child.

All leave must run concurrent with approved FMLA.

Employees are not required to exhaust all other paid leave before taking parental leave.

Parental leave must be taken within 12 months of the qualifying event.

Parental leave must be taken as 12 continuous weeks by the birthing parent. . Non-birthing parents may choose to take up to 4 weeks immediately after the birth and the remainder of their leave in as one continuous leave within 12 months of the birth. No intermittent leave will be permitted.

While on leave the County will continue to make payroll deductions and collect the employee's Share of benefit premiums.

ARTICLE XLV – ENTIRE AGREEMENT

45.00 This agreement may only be amended during its terms by the parties' mutual agreement in writing.

ARTICLE XLVI – AUTHORITY OF THE CONTRACT

46.00 If any provision of this Agreement is found by a court or administrative body with jurisdiction over the parties and subject matter to be in conflict with a state or federal statute, the parties shall meet to renegotiate the invalidated provision. All remaining provisions of this Agreement shall remain in full force and effect.

46.01 In the event of a conflict between a provision of this Agreement and any regulation, resolution, ordinance or rule of the Employer, the provisions of this Agreement shall control.

46.02 This contract is subject to applicable Federal and State Laws and regulations issued thereunder as may be amended from time to time. In the event of a conflict between applicable Federal and/or State laws and regulations issued thereunder and this contract, the former shall prevail.

ARTICLE XLVII– TERM OF THE AGREEMENT

47.00 This Agreement shall be effective upon acceptance by the Champaign County Board and the Elected Officers, and shall continue in full force and effect until December 31, 2026, and thereafter from year to year unless, at least sixty (60) days prior to December 31, 2026, either party gives written notice to the other of the intention to amend or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _____, 2025.

FOR THE EMPLOYER

FOR THE UNION

Champaign County Executive

Champaign County Sheriff

Champaign County Treasurer

Champaign County Clerk/Recorder

Champaign County Coroner

for the Champaign County Board

APPENDIX A – DEFINITIONS

The following words have the following definitions for purposes of this agreement. For ease of use: (1) some definitions may be repeated elsewhere in the text of the Agreement; and (2) defined terms are in boldfaced type in the text of the Agreement. These formatting decisions are not intended to have legal effect.

Administrative leave: Leave with pay and benefits pending determination of possible discipline.

Bargaining unit work: Work regularly assigned to people within a bargaining unit classification for a given department/office, within the duties as defined by the corresponding job description for that classification.

Discipline: An oral warning or reprimand, a written reprimand, suspension or discharge.

Elected Officer: The Treasurer, Recorder, Sheriff, County Clerk, Coroner, or Auditor.

Employer: The relevant Elected Officer for those Employees within the office of an Elected Officer, and the Champaign County Board for those Employees who are not within the office of an Elected Officer.

Grievance: A difference of opinion raised by a non-probationary Employee or the Employer involving the meaning, interpretation, or expressed provisions of this Agreement.

Layoff: A decrease of the existing work force or an abolishment of an existing position.

Mandatory Call-in: Requiring a Master Control Employee to report to work prior to the beginning of his/her scheduled shift.

Mandatory Holdover: Requiring a Master Control Employee to continue working after the scheduled end of her/his shift, for hours consecutive to the end of her/his shift.

Permanent alteration of working hours: A change of working hours of more than 90 consecutive days.

Proportionate Fair Share: Proportionate fair share as defined by 5 ILCS 315/3(g).

Seniority: Seniority shall, for the purpose of this Agreement, be defined as an Employee's length of continuous full-time and part-time service since their last date of hire. Employees shall not be credited with their seniority until their probationary period has been completed. Part-time Employees will accrue seniority on a pro-rata basis. Employees shall continue to accrue seniority during the 24 month recall period of a layoff.

Temporary Alteration of Working Hours: A change of working hours of 21-90 consecutive days.

Temporary positions: One or more of the following:

- A. Positions that may periodically develop in any job classification that do not exceed 30 days, or such longer period set by mutual written agreement;
- B. Positions created to fill vacancies caused by Family Medical Leave Act leaves, or approved leaves of absences;
- C. Positions filled by high school, college, or graduate school students hired to perform work between April and September;
- D. Positions filled by seasonal maintenance workers hired to perform work between April and September;
- E. Positions whose duties are to assist the Election Authority between August 1 and the Election Day in any Presidential Election year.

Union: American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 900A.

Voluntary Callback: Allowing a Master Control Employee to return to work outside of her/his scheduled shift.

Working days: Monday through Friday, excluding County holidays and bereavement leave or vacation days.

APPENDIX B – DUES INFORMATION

REGARDING LABOR CONTRACTS BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES AND THE COUNTY OF CHAMPAIGN

You have been hired to a position with the Champaign County General Unit which is governed by a labor contract between the County of Champaign and the American Federation of State, County & Municipal Employees (“AFSCME”). Although represented by AFSCME, you are not a member of the union. However, you may attain full membership by signing a membership card and dues deduction authorization.

The membership dues effective _____ are as follows: (These rates are subject to change at the discretion of AFSCME.)

Dues

Full Time Employee

Part Time Employee (75% Rate)

Part Time Employee (50% Rate)

If you have questions regarding membership with AFSCME, please contact one of the following Union Officers:

Name

Phone Number

APPENDIX C – RANGE ASSIGNMENTS as of FY 2019

Range	Position Title	Department
C	Custodian	Physical Plant (071)
D	Deputy County Clerk	County Clerk (022)
	Clerk	Supv of Assess (025)
	Kennel Worker	Animal Control (047)
	Clerk*	Recorder (023)
	Clerk*	Sheriff (040)
	Visitation Clerk*	Sheriff (040)
	Clerk*	Animal Control (047)
	Custodian/Mail Services*	Physical Plant (071)
E	Account Clerk	County Clerk (022)
	Lead Custodian	Physical Plant (071)
	Account Clerk	Treasurer (026)
	Maintenance Worker	Physical Plant (071)
	Senior Clerk*	Recorder (023)
	Secretary*	Sheriff (040)
F	Senior Medical Secretary	Coroner (042)
	Tax Extension Specialist	County Clerk (022)
	Senior Maintenance Worker	Physical Plant (071)
	Senior Administrative Secretary	Treasurer (026)
	Tax Map Technician	Supv of Assess (025)
	Animal Control Warden	Animal Control (047)
	Highway Projects/MFT Accountant	Highway (083)
	Master Control Officer	Sheriff (040)
	Administrative Secretary*	Auditor (020)
G	Engineering Technician*	Highway (083)
	Proportioning Technician*	Highway (083)
	Deputy Coroner	Coroner (042)
	Senior Animal Control Warden	Animal Control (047)
	Senior Election Specialist	County Clerk (022)
	Senior Vital Records Specialist	County Clerk (022)
H	Evidence Property Officer*	Sheriff (040)
I	Lead Tax Extension Specialist	County Clerk (022)
	Skilled Trades*	Physical Plant (071)

*Positions listed with an Asterisk have been placed in a grade range above the grade range to which they would be assigned based on job points. These upgrades all occur as a result of negotiation between the bargaining agent and the Employer.

APPENDIX D – FMCS MEDIATION RULES

Summary of the Federal Mediation and Conciliation Service (FMCS) Grievance Mediation Process

Mediation is a *voluntary, informal, and confidential* process for helping labor and management resolve disputes arising under their collective bargaining agreement. With the help of a trained and experienced FMCS mediator, the parties to a grievance work, through their representatives, to *find a mutually agreeable solution* to their dispute.

The mediator does ***not*** decide who is right or wrong, and does ***not*** impose a settlement. The mediator's role is to provide an effective approach and to facilitate a dialogue that will help labor and management develop solutions to their particular situation. The mediator has an equal and balanced responsibility to assist each party and cannot favor the interests of one side over another.

FMCS mediators are professionals who may use a variety of approaches and techniques, depending on the situation. Often, for example, the mediator may meet with the parties/representatives together and/or in separate caucuses. The particular procedures utilized are up to the individual mediator who is in the best position to determine the most helpful approach.

The parties are encouraged to work together to solve their dispute and to reach the best possible agreement. Nothing can be imposed on either side unless and until a final agreement is signed. If the parties do reach and sign a final agreement resolving the dispute, that becomes a binding settlement. If there is no final agreement, each side retains their right to proceed with the grievance as specified in the collective bargaining agreement.

Grievance Mediation Agreement

The undersigned parties hereby request the assistance of FMCS in the attempted resolution of the dispute between them today. The parties understand that mediation is a voluntary process that may be terminated at any time. The parties agree to maintain the confidentiality of all information disclosed in the course of the mediation and further agree to the following terms:

1. In the event that mediation is unsuccessful, any time limits in the parties' collective bargaining agreement will be extended as necessary to permit the grievance to proceed to arbitration.
2. Mediation sessions are private. The grievant is entitled to be present. Non-parties may attend only with the permission of the parties and the consent of the mediator.
3. Any statements made by the parties, other participants, or the mediator during the mediation process, and any documents created for or during the mediation proceedings are inadmissible and not discoverable for any purpose whatsoever in any pending or subsequent judicial or other proceeding, absent the written consent of all of the parties, the mediator, and FMCS.

4. The parties will not seek to compel the testimony, by subpoena or otherwise, of the mediator or any other employee of FMCS to testify in any proceeding for any reason. The parties also will not seek to compel, by subpoena or otherwise, the production of documents created for or during the mediation in any proceeding or for any reason.

5. Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.

6. The obligations imposed by this agreement are in addition to and do not supersede any obligations imposed by applicable state or federal laws regarding mediation confidentiality.

7. At the request of the parties, or on the initiative of the mediator, the mediator may provide an oral recommendation or opinion to resolve the dispute. In that circumstance, the parties may jointly decide to implement that recommendation or opinion but neither party is obligated to do so.

8. The parties shall not rely on nor introduce as evidence in any proceedings any views, comments, or suggestions made by any party or participant with respect to a possible settlement of the dispute, any admissions made by another party or participant in the course of the mediation proceedings, or any proposals, opinions, or comments of the mediator. In accordance with FMCS policy, the mediator's notes and records of the mediation content, if any, are routinely destroyed.

9. FMCS and its employees will be held harmless of any claim for damages for any act or omission occurring during or in connection with the mediation process, to the extent permitted by applicable law.

10. The parties agree to be bound by this agreement. By signing below, the parties represent that they have the full authority to bind their respective organization and/or members to this agreement.

Name/Title

Organization

Signature

Date

Name/Title

Organization

Signature

Date

**APPENDIX E – AGREEMENT FOR JOINT LABOR/MANAGEMENT HEALTH
INSURANCE COMMITTEE – COUNTY OF CHAMPAIGN, ILLINOIS**

WHEREAS, the County of Champaign offers a program of group health care coverage to its employees, retirees, and their respective dependents; and

WHEREAS, the parties to this Agreement, as set forth below in Paragraph 1, seek to establish a joint process for the operation and structure of the procurement of health insurance for Champaign County and its employees, and to that end, hereby mutually agree to the establishment of a Health Insurance Committee; and

WHEREAS, a consensus has been reached among the County Board of Champaign County, the exclusive representatives of the County employees pursuant to the Illinois Public Labor Relations Act, County Employees not so represented by an exclusive representative, and the Administration of the County, that a Health Insurance Committee appears to be the most effective option for dealing with the problem of maintaining quality health care for the County employees and their dependents, while controlling costs.

NOW, THEREFORE, IT IS AGREED BETWEEN and AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. The parties to this Agreement are as follows: County of Champaign; American Federation of State, County and Municipal Employees Council 31, Local 900 (AFSCME), and Fraternal Order of Police Labor Council;
2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1. Attachment 1 is the current health insurance plan;
3. The plan as described in Attachment 1 shall continue in force as the Champaign County Health Benefit Plan for the term of this Agreement, unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Health Benefit Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.
4. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or $\frac{3}{4}$ vote of the total number of members of the Health Insurance Committee, and approved, if necessary (i.e. budget and contract approval), by the County Board of Champaign County, Illinois. As an example, twelve members of a sixteen member committee would be required to vote for a change in order to modify the provisions of the Plan, subject to County Board approval if necessary. Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.

5. Each of the parties has full authority of its governing board, its membership, or whatever group or sub-group within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement. For the term of this Agreement, this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the County of Champaign may be bargained individually by the parties as provided by law, or established by the County of Champaign for those non-represented employees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Services (FMCS) submit a panel list of seven (7) arbitrators. The representatives of the parties shall within thirty (30) days of their receipt of this list from FMCS engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in Urbana, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the County called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court

reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

6. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the County of Champaign. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the County of Champaign and its non-represented employees, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.
7. The Health Insurance Committee shall be composed of sixteen (16) regular and four (4) alternative members appointed by the parties as follows:
 - a. The County Board shall appoint two (2) regular members of the Committee and one alternate as representatives of the Board;
 - b. The AFSCME and FOP unions shall each select four (4) regular members of the Committee and one alternate as representative of each respective union;
 - c. The County Administrator, Health Insurance Specialist, HR Generalist, and three (3) non-bargaining employees appointed by the County Administrator shall constitute the six (6) regular members of the Committee, and one alternate as representatives of administration.

Members of the Committee shall be appointed for a term of 2 years, unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this Agreement. Also recognizing the importance of this committee and the function of this committee attendance is mandatory, and absences must not exceed 2 or more in a one year period, except for emergency reasons. If it becomes necessary to permanently replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.

9. The Committee shall meet on a bi-monthly basis from January through June, and shall meet on a monthly, semi-monthly or weekly basis, as determined by the Committee, from July through September. A special meeting of the Committee shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days written notice to the members. A quorum for any meeting of the Committee is established when at least nine (9) regular members of the Committee are present, and of those nine (9) there is at least one regular member from each represented bargaining unit and County administration in attendance.

Regular meetings of the Committee will be open to all signatories of this Agreement and outside agencies participating in the Champaign County Health Insurance Plan.

The Co-Chairs of the Committee shall present to the County Board Finance Committee of the Whole at its September meeting, the recommendation from the Health Insurance Committee for the Insurance Plan or Plans to be adopted for the ensuing fiscal year.

10. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the committee who are employees and who are on duty shall be granted time off work to attend Committee and subcommittee meetings and be paid at the appropriate rate when attending said meetings.
11. In the event that, after reasonable effort, the Health Insurance Committee is unable to reach agreement or the Insurance Plan is not approved by the County Board and the Committee, the Health Insurance Committee may be dissolved by the County Board or upon eight or more voting Committee members providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than eight Committee members request to dissolve the Committee, the Committee shall continue to function. In the event that such dissolution occurs, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the Insurance Plan shall remain unchanged as of the date of dissolution.
12. It is agreed and understood that the County of Champaign, being a unit of local government, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of units of local government, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the County and any other party.
13. This Agreement shall remain in full force and effect for a period of three (3) years from the date hereof. This Agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves a thirty (30) day written notice on the others of their wish to modify or terminate this Agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within sixty (60) days to begin good faith negotiations for a successor agreement. If no agreement

can be reached within one hundred twenty (120) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of an FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the Agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the Insurance Plan shall remain unchanged as of the date of dissolution.