

CHAMPAIGN COUNTY STATE'S ATTORNEY

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES,

COUNCIL 31, AFL-CIO

ON BEHALF OF LOCAL 900A

COLLECTIVE BARGAINING AGREEMENT

January 1, 2025 – December 31, 2026

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PREAMBLE

This Agreement entered into by the Champaign County State's Attorney, 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**

Section 1.

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 employees of the Champaign County State's Attorney, in the classifications included in the unit by the Illinois Labor Relations Board Certification in Case NO. S-RC-97-54.

Included: All employees employed by the Champaign County State's Attorney's Office as Legal Secretary/Receptionists, Legal Secretaries, Administrative Legal Secretaries, Senior Administrative Secretary, and Administrative Assistants or as may be amended and certified by the ILRB.

Excluded: Champaign County State's Attorney, all Assistant State's Attorneys, Paralegal Victim/Witness Coordinator, Senior Administrative Assistant, the Confidential Administrative Legal Secretary position, and the Confidential Legal Secretary position, Adult Diversion/Victim Witness Counselors, and all supervisors, managerial employees, confidential employees, short-term employees, and all other excluded by the Act or as may be amended and certified by the ILRB.

Section 2.

This contract is subject to applicable Federal and State Laws and regulations issued thereunder as may be amended from time to time.

Section 3.

In the event of conflict among any of the foregoing and any provisions of this contract, the former shall prevail.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1.

The management of the operations of the State's Attorney, the determination of its policies,

budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, allocate, assign, direct, demote for non-disciplinary reasons, transfer and evaluate employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to determine the existence of such work shortage; to make and enforce reasonable job rules and job 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 of hours of work and shifts per work week and starting times of shifts; to establish and change work schedules and assignments; to determine job contents; to introduce new or improved methods of operations; to eliminate, contract out, relocate or transfer work to maintain efficiency in the department, is vested exclusively in the State's Attorney. The exercise of such rights of management are limited by the provisions of this Agreement.

ARTICLE III **SUBCONTRACTING**

Section 1.

It is the general policy of the State's Attorney to continue to utilize employees to perform work they are qualified to perform. However, the State's Attorney reserves the right to contract out any work she/he deems necessary in the interest of economy, improved work product, leaves of absence, or emergency, provided that such subcontracting does not cause layoff or reduction of work hours or the number of bargaining unit employees. The use of volunteers and interns will not be limited by this Agreement.

ARTICLE IV **SUPERVISORS**

Section 1.

Supervisors/non-bargaining unit employees may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work where such work is necessary to train a bargaining unit employee, or where the work shall not cause any layoffs or reduction of work of the bargaining unit. Nothing in this Agreement shall limit the State's Attorney from performing her/his statutory duties.

ARTICLE V **NO STRIKES OR LOCKOUT**

Section 1.

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, aid 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 State's Attorney.

Section 2.

No lockout of employees shall be instituted by the State's Attorney or her/his representatives during the term of this Agreement.

ARTICLE VI **NON-DISCRIMINATION**

Section 1.

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 and 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 VII **UNION RIGHTS**

Section 1.

The State's Attorney agrees that the AFSCME Staff Representative shall have reasonable access to the premises of Champaign County buildings or grounds of the Employer, after receiving approval of the appropriate State's Attorney representative, which approval will not be unreasonably withheld, provided, however, that presence of the AFSCME Staff Representative shall not interfere with the operations of the State's Attorney. Such visit shall be for the reasons of administration of this Agreement and will reflect the Union's interest in promoting harmonious relations. The State's Attorney 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.

Section 2.

The State's Attorney 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.

Section 3.

Employees shall be paid for scheduled working hours lost when required or entitled as a Union steward, witness or grievant, to investigate grievances and other workplace-related complaints, and to attend the following: grievance meetings with the State's Attorney, or designee, arbitration hearings and meetings called or agreed to by the State's Attorney. Management shall insure that members of the

bargaining team shall have coverage for their lunch hour when preparing for collective bargaining. Time spent in such meetings outside an employee's regular working hours will be without pay. However, no employee or steward shall leave her work to investigate, file, or process a grievance without first notifying and making mutual arrangement with her supervisor, and such arrangements shall not be denied unreasonably. Time spent in such activities shall be reasonable and without loss of pay.

Section 4.

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:

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.

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 within two weeks of the first day of work or at a mutually agreed to later date. Said orientation will be held during working hours without loss of pay for the new employees or Union representative.

Section 5.

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.

ARTICLE VIII **CHECKOFF**

Section 1.

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) P E O P L E deductions.

Section 2.

Upon notification by the Union or an appropriate written authorization from an Employee, such authorized deductions shall be made in accordance with the law and shall be remitted bi-weekly 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.

Section 3.

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.

Section 4.

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.

Section 5.

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

ARTICLE IX **NEW EMPLOYEE PROBATIONARY PERIOD, QUALIFYING PERIOD UPON** **PROMOTION/TRANSFER, EMPLOYEE REQUESTS TO RETURN TO PREVIOUS** **POSITION**

Section 1.

A new employee filling a job covered by this Agreement shall be subject to a probationary period of six (6) months continuous service to determine her ability and fitness for the work. The State's Attorney shall have the sole right to determine her suitability during such probationary period. The employee will not have or accumulate seniority during the probationary period. The right to discharge, discipline or rehire an employee during the probationary period shall be vested exclusively with the State's Attorney, and may not be the subject of grievance.

Section 2.

Upon satisfactory completion of the probationary period, an employee shall, if she is still on the State's Attorney's payroll in a job classification covered by the Agreement, become a regular employee and shall be credited with seniority beginning from the date of her continuous employment and shall receive all other rights and benefits for which a regular employee is eligible. The Employer may extend the probationary period up to a maximum of ninety (90) days of any employee if the Employer determines it is warranted. This decision is not subject to the grievance procedure. The Employer must notify the Union if an employee's probationary period is extended.

Section 3.

An employee promoted or laterally transferred to a new job classification shall serve a qualifying period of six (6) months. The State's Attorney shall have the sole right to determine the employee's qualification and ability during such qualifying period, and, in her/his sole discretion, may transfer the employee to her/his previous job classification during the qualifying period. Such transfer shall not be the subject of a grievance. Employee requests to transfer back to their previous job classification must be made in writing within thirty (30) days after promotion or transfer, and will be reviewed by the State's Attorney on a case-by-case basis based upon the operational needs of the entire office. Every effort will be made to allow the employee to return to her/his previous position. If the employee's request to transfer back to her/his previous position is denied, the State's Attorney will provide the employee with a written statement outlining the basis for the denial of the request. The Employer shall confer with the Salary Administrator to confirm compliance with the Salary Administration Guidelines, and budget requirements before promoting an employee to a higher job classification. For purposes of determining the wage rate for an employee who transfers from another Champaign County office, the start date shall be that used in determining the wage rate in the previous position. 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. An employee who is promoted, demoted or transferred to a new job classification with a different wage scale shall be paid in accordance with the range as stated in the Wages Article.

ARTICLE X **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 his/her last date of hire by Champaign County. Employees shall not be credited with their seniority until their probationary period has been completed. Part-time employees shall accrue seniority on a pro-rata basis. Seniority shall apply only where expressly required by a provision of this Agreement. All newly hired employees, including those hired from other Champaign County Bargaining Units, shall for the purpose of this Agreement, including layoff and promotion, define seniority as the employee's length of continuous full-time and part-time service since his/her last date of hire by the Champaign County State's Attorney. For vacation accrual, personal days and vesting in IMRF, seniority will continue to be defined as defined in the first sentence of this paragraph.

Section 1. Loss of Seniority

An employee shall lose her seniority and no longer be an employee if:

- (1) She voluntarily terminates her employment;
- (2) She is absent from work for three (3) consecutive days without notifying the State's Attorney, although absence without notification for any period may be cause for discipline, up to and including discharge;
- (3) She is discharged for cause;
- (4) She has been laid off for a period equal to her seniority as defined above;
- (5) She does not notify the State's Attorney, or designee, of her intention to return to work within five (5) calendar days after notification of recall from layoff is mailed, by certified mail, to her last address known to the State's Attorney, or she does not return to work within ten (10) calendar days of the date after notification of recall was mailed; or
- (6) She retires.

Section 2. Promotion/Transfer

Whenever a job vacancy occurs (which for the purposes of this Article shall also mean job site, particular hours of work and the associated lunch period) other than a temporary vacancy as defined below, 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 on all bulletin boards for five (5) working days. During this period, employees who wish to apply for the vacant job, including employees on layoff, may do so. Employees taking time off for five (5) or more days should notify the Employer of their interest in any position prior to departing in case a vacancy occurs during their absence.

Section 3. Selection

Subject to the provisions of the Management Rights Article, seniority shall be considered equally in filling vacant positions along with all other qualifications, skills and abilities.

An outside applicant, which is defined as an employee not currently working for Champaign County, will not be hired unless no current employees who are qualified for the position have submitted applications.

Section 4. Temporary Vacancies

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days. Job openings that recur on a regular basis and/or that remain open for more than thirty (30) days at a time shall not be considered temporary job openings.

ARTICLE XI **DISCIPLINE AND DISCHARGE**

Section 1.

The State's Attorney shall have the right to discipline or discharge any post-probationary

employee with just cause. The State's Attorney agrees that disciplinary action shall be given in a timely manner after the State's Attorney is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 2.

The parties agree with tenets of progressive and corrective discipline. Discipline is defined as an oral warning or 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 warning or reprimand;
- Written reprimand;
- Suspension (written notice to be given);
- Discharge (written notice to be given).

Section 3.

If the State's Attorney 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.

Section 4.

In the event disciplinary action is taken against an employee, the State's Attorney shall furnish the employee and the Union 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 State's Attorney shall not increase it from the particular incident of misconduct unless new facts or circumstances become known.

Section 5.

An employee shall be entitled to the presence of a Union Representative at an investigatory interview. The Employer will notify the employee of the right to union representation before the interview begins.

Section 6.

All history of discipline will remain as part of the employee's official personnel file. However, any documented oral warning or reprimands which were issued twelve (12) or more months prior to a current related disciplinary action, will not be considered in such current related disciplinary action, provided that the employee has received no form of discipline during this twelve (12) month period. Written warnings or reprimands which were issued thirty-six (36) or more months prior to a current related disciplinary action will not be considered in such current related disciplinary action, provided that the employee has received no form of discipline during this thirty-six (36) month period.

ARTICLE XII **GRIEVANCE PROCEDURE**

Section 1. Definition and Procedure

No grievance shall be entertained or processed unless it is submitted within the time frame provided in Step 1 below or within ten (10) working days after the employee or the Union should have become aware of the occurrence of the event giving rise to the grievance.

No employee or steward shall leave her work to investigate, file, or process a grievance without first notifying and making mutual arrangement with her supervisor, and such arrangements shall not be denied unreasonably. Time spent in such activities shall be reasonable and without loss of pay. The investigation, filing and processing of grievances shall primarily be the responsibility of the steward.

The Union will advise the State's Attorney in writing of the name of the steward(s).

A grievance is defined as a difference of opinion raised by the Union, involving the meaning, interpretation, or application of this Agreement. An employee grievance shall be processed in the following manner:

Section 2. Grievance:

Step 1: The Union or any employee shall submit the grievance within ten (10) working days to the Senior Administrative Assistant. He or she shall give his/her written answer within ten (10) working days after such presentation.

Step 2: If the grievance is not settled at Step 1 and the employee or the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the State's Attorney, or his/her designee, within ten (10) working days after the answer in Step 1 and shall be signed by both the employee and the Union steward. The State's Attorney, or his/her designee, shall discuss the grievance within ten (10) working days with the Union steward, Union representative and/or the grievant(s) and shall give his/her written answer to the Union within ten (10) working days following their meeting.

Section 3. Arbitration

If the employee's grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after the receipt of the State's Attorney's answer at Step 2. In the alternative, by written mutual agreement the parties may submit the grievance to mediation with the Federal Mediation Conciliation Service. If the grievance is not resolved through mediation, the grievance will be submitted to arbitration. Within ten (10) working days after receipt of notice of referral to arbitration, and in the event the parties are unable to agree upon an arbitrator, the parties shall immediately, jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party has the right to reject one entire panel. Both the State's Attorney and the Union shall have the right to strike three (3) names from the unrejected panel. A flip of the coin shall determine which party shall strike the first name, loser striking first. This process will be repeated, and the last remaining person on the list shall be the arbitrator. The arbitrator shall be notified of this selection by a joint letter from the State's Attorney and the Union, requesting that she set

a time and place for hearing, subject to the availability of the State's Attorney, or designee, and Union representatives.

Section 4.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. She shall consider and decide only the specific issue(s) submitted to her in writing by the State's Attorney and the Union, and shall have no authority to make a decision on any other issue not so submitted to her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way, applicable State or Federal laws. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination has been made that the matter is arbitrable, the arbitrator shall then proceed to hear the merits of the dispute; however, a final award on the merits of the dispute shall not be rendered until a decision is made that the dispute is arbitrable. 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, in writing, her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the State's Attorney, the Union and the employee(s).

Section 5. Expenses of Arbitration

The fee and expense of the arbitrator and the cost of a single copy of a written transcript for the arbitrator shall be divided equally between the State's Attorney and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 6. Time Limit for Filing

The time limit in each Step may be extended by mutual written agreement of the State's Attorney and Union representatives involved in each Step. 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 term "working days," as used in this Article, shall mean the days when employees covered by this Agreement are scheduled to work.

Section 7. Miscellaneous

By mutual agreement of the State's Attorney 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 without prejudice; and the applicable issue of contract interpretation will be withdrawn without prejudice.

ARTICLE XIII
LABOR-MANAGEMENT MEETINGS

Section 1.

For the purpose of maintaining communication between labor and management in order to cooperatively discuss and solve problems of mutual concern, the Union shall designate two representatives from the bargaining unit who shall meet upon request with the State's Attorney, but no more than once per quarter. These meetings shall be without loss of pay during normal working hours.

ARTICLE XIV
SAFETY AND HEALTH

Section 1.

The Employer agrees, to the best of her/his ability, 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.

Section 2.

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.

Section 3.

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. The State's Attorney will discuss the committee's concerns and present those concerns, in writing, to the appropriate Champaign County Board Committee with a copy to committee members.

Section 4.

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

ARTICLE XV
EMPLOYEE PERSONNEL FILES

Section 1.

The State's Attorney shall maintain only one (1) personnel file for each employee. An employee and/or her authorized representative shall have the right to review her file. Such review may be made during working hours with no loss of pay. Reasonable requests to copy documents shall be honored. The State's Attorney shall give the employee a copy of any disciplinary action or material which is placed in the employee's file. Detrimental information not related to the performance of job duties shall not be

placed in the employee's file. An employee may grieve over the factuality or propriety of any material in her file.

ARTICLE XVI **WORK ASSIGNMENTS**

Section 1. Position Requirements

The State's Attorney shall maintain general position classification specifications and make them available to the Union upon written request. All employees shall be provided with a copy of their job description upon request.

Section 2. Assignment Within Classification Specifications

The State's Attorney retains the right to require or assign other duties which are reasonably within the scope of the general duties enumerated within an employee's position classification specifications.

Section 3. Changes in Position Requirements

When requirements for entry into a position classification are revised but the duties and responsibilities remain essentially unchanged, incumbents in these positions who are qualified under the previous requirements and remain legally qualified for the position classification shall be considered qualified.

Section 4. Temporary Assignment

The State's Attorney may, within the provisions of this Article, temporarily assign an employee to perform all or a portion of the duties of another position classification. The State's Attorney will attempt to equitably distribute such assignments to employees who are qualified to perform the same.

ARTICLE XVII **JOB SHARING**

Section 1. Time Period and Approval

Job sharing may be allowed for a specific period of time, not to exceed one (1) year, and only upon written approval by the State's Attorney. All requests shall be made in writing to the State's Attorney 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 State's Attorney.

Section 2. 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.

Section 3. 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.

Section 4. Accrual of Seniority

A full-time employee who is approved for job sharing will accrue seniority during the period of time for job sharing approved by the State's Attorney.

Section 5. Accrual of Leave

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

Section 6. 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 the terms of this Agreement.

ARTICLE XVIII **LEAVES OF ABSENCE**

Section 1. Extended Leave of Absence Without Pay

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

A LOA of less than one (1) calendar month may be arranged between an employee and the State's Attorney. If possible, an employee requesting a LOA for a period of one (1) month or less shall notify the State's Attorney of the request, in writing, at least three (3) days prior to the LOA.

A leave of absence without pay for a fixed period not to exceed one (1) year may be granted to an employee at the sole discretion of the State's Attorney. Requests will be reviewed on a case-by-case basis based upon the operational needs of the office and will not be considered to establish past practice.

The State's Attorney 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 the State's Attorney 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.

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.

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 workday 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 returned to work within seven (7) days after notification by the State's Attorney shall be deemed to have resigned.

All LOAs under this Article shall be without payment of salary. Employees on an approved leave of absence will not earn or accrue benefit time (vacation, sick, or holidays). 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.

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.

The State's Attorney shall provide copies of an approved LOA which include the various terms and conditions of the leave to the following:

- a) Employee
- b) County Administrator
- c) Auditors Office

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.

The State's Attorney 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.

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. 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 five (5) months. An employee on an approved LOA will be allowed to maintain his/her health insurance benefits for a period of up to one (1)

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.

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.

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.

Section 2. Jury and Witness Leave

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 workday. The payment received for jury duty shall be returned to the County; however, the mileage reimbursement shall be retained by the employee.

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 normal wage, subject to the overtime provisions contained in this Agreement, for the time the employee has been requested to attend the proceeding.

An employee served a subpoena to appear in court for a matter that is not related to his/her employment shall be granted unpaid time off in order to comply with the subpoena. The employee may choose to utilize accrued paid leave time.

The State's Attorney shall maintain records of the days on which jury and witness duty is served by the employee.

Section 3. Military Leave

Military leave, including Family Military Leave, shall be provided in accordance with state and federal law. The employee shall provide copies of military orders and annual drill schedules necessary to implement the leave to the Employer as soon as possible after the employee's military commander provides such documents to the employee.

Section 4. Bereavement Leave

Full-time and part-time employees shall be granted bereavement leave with pay for missed scheduled working hours for five (5) workdays following the death of a spouse or domestic partner/ civil union partner, son or daughter (including adopted or step), parent (including step), grandchild, brother or sister (including step), or other member of the household. Bereavement leave may be taken non-consecutively.

Full-time and part-time employees shall be granted bereavement leave with pay for missed scheduled working hours for three (3) workdays following the death of a grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law or daughter-in-law. Bereavement leave may be taken non-consecutively.

Employees who must travel over 400 miles (one way) as a result of the death of a relative, as stated in the section above, shall be granted up to two additional days of bereavement leave. Verification of the required travel shall be provided to the Employer.

If bereavement leave is required other than as granted above, 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.

Paid bereavement leave shall run concurrently with leave under the Illinois Family Bereavement Leave Act.

ARTICLE XIX

FAMILY AND MEDICAL LEAVE ACT

Section 1. FMLA

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

The County Board maintains the Champaign County Personnel Policy in order to fulfill its obligation to comply with the FMLA.

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, with the exceptions herein contained.

Section 2. Paid Leave

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.

Section 3. 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.

Section 4. Violation of FMLA

Any violation either 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.

Section 5. Obligation to Bargain FMLA

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.

Section 6. Return to Work

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 the leave. However, employees do not accrue additional seniority or employee benefits during the period of leave.

Section 7. Certification

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 State's Attorney.

If there is any 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.

Section 8. FMLA Extension

The State's Attorney will extend up to twelve (12) weeks of unpaid FMLA leave during any 12-month period to eligible employees (the 12-month period shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave).

ARTICLE XX **SICK LEAVE**

Section 1.

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 after ten (10) years, they earn thirteen (13) days per year. Maximum accumulation of sick leave is two-hundred-forty (240) days. Sick leave may be used for illness, disability, injury, medical or dental appointment of the employee or an employee's husband, wife, domestic partner/ civil union partner, mother, father, children, and brother or sister, if the brother or sister resides in the employee's household, grandchild, or other members of the employee's household. Such days may be used in increments of fifteen (15) minutes at a time.

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 State's Attorney shall

have the right to make such investigation of absences due to sick leave as she/he may deem necessary, and may require an employee to furnish evidence of the illness, disability or injury. The State's Attorney shall have the right to reject the claim for sick leave. If furnishing such evidence involves cost to the employee, and if such evidence verifies that the employee was not abusing the sick leave, then the State's Attorney shall pay the cost of furnishing the additional evidence.

Employees may use available sick leave to supplement Worker's Compensation benefits or other disability-related compensation, but only 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.

Sick leave 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, with the exception that retiring employees shall receive up to a maximum of one (1) year of IMRF pension credit (if the employee is leaving employment for retirement), as provided through IMRF benefits. Service credit is earned at the rate of one (1) month for every twenty (20) days of unused, unpaid sick leave or fraction thereof.

The State's Attorney agrees to assign "limited or light duty" work to an employee if such work is available and appropriate medical release is given by a physician.

Nothing in this provision shall affect the State's Attorney's right to impose appropriate discipline in cases of employee abuse of sick leave.

ARTICLE XXI **VACATIONS**

Section 1.

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 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.

Part-time employees will accrue vacation on a pro rata basis.

An employee cannot take vacation prior to the successful completion of her/his probationary period.

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.

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 the vacation is being taken.

Subject to the State's Attorney's operating needs, vacations shall be scheduled as requested by the employee. Each employee wishing to schedule his/her vacation shall request such vacation leave as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. In the event of conflicting requests, seniority shall govern. In the case of an emergency, vacations may be cancelled and rescheduled in advance of their being taken.

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

Upon resignation or termination, including dismissal or reduction in force, an employee is entitled to all the unused vacation time, including reserve, at one hundred percent (100%) of her/his current hourly rate.

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

Employees may not sign up in advance for vacation time off by using other paid benefit time and later converting the request to the use of vacation time. A 30-day sign-up period for vacations will occur in November and May. Personal time and comp time may only be requested a maximum of six (6) months in advance after vacation sign-up.

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 cancelled and rescheduled in advance of their being taken. Once an employee's vacation request has been approved, she/he cannot be bumped by a more senior employee requesting the same days off for vacation.

Employees shall not have the right to sell unused vacation time back to the Employer, with the following exceptions:

Vacation days placed in reserve prior to December 11, 2004 do not count toward maximum accrual. Unless an employee designates otherwise, a vacation day will only be counted against days in reserve if the employee has no other accrued vacation time to use.

ARTICLE XXII **HOLIDAYS**

Section 1.

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 Holiday	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 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. Other observances will be as established by the Chief Judge of the Circuit.

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 State's Attorney. Approved days off the day before or the day after will count as time worked for the purposes of computing holiday pay eligibility.

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

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. 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 (2) times their regular straight-time hourly rate of pay.

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 workday, but shall have their holiday pay prorated based on the ratio of the weekly budgeted hours for their position at the

time of the holiday.

ARTICLE XXIII **PERSONAL DAYS**

Section 1.

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

No personal leave shall be taken prior to successful completion of a six-month probationary period.

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.

Effective on the employee's anniversary date, unused personal days shall no longer be carried over from one year of employment to the next.

ARTICLE XXIV **HAZARDOUS WEATHER DAYS**

Section 1.

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

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.

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 paycheck; or 4) make arrangements with the State's Attorney, or designee, to work additional hours to compensate for those hours missed.

If a hazardous weather situation arises after the start of an employee's working hours, the State's Attorney may allow the employee to leave work early without forfeiting pay if consistent with office staffing requirements.

ARTICLE XXV

TRAINING

Section 1.

The State's Attorney may approve a leave for employee training on subject matter directly related to the employee's job. This initial decision is not subject to the grievance procedure. 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.

Upon the State's Attorney's 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 Employer. The Employer shall specify remuneration and terms of reimbursement, if any. If the Employer's approval is obtained in advance, when classes are taken outside of work hours, reimbursement will be for tuition and pre-approved expenses only.

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

ARTICLE XXVI **LAYOFF AND RECALL**

Section 1.

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 would not be qualified and capable of performing 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/her. Such displaced employee shall then be subject to the provision of this Article.

Section 2.

The State's Attorney 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 the employee to vacancies in another division within the State's Attorney's 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 State's Attorney's bargaining unit.

Section 3.

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

Section 4.

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.

Section 5.

To be eligible for recall, a laid-off employee shall notify the State's Attorney of her/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/her last address known to the State's Attorney, and the employee shall return to work within ten (10) working days of the date notification of recall is mailed.

Section 6.

If bumping to a lower classification to avoid layoff, the employee that is exercising his/her seniority rights will be reduced to the amount calculated as if they had been in the lower classification for the term of the Agreement.

ARTICLE XXVII **HOURS OF WORK**

Section 1. Hours

Official office hours shall be from 8:00 A.M. to 4:30 P.M., Monday through Friday. However, the current working hours for employees of this bargaining unit shall not be temporarily altered without fourteen (14) days advance notice. The current working hours for employees of this bargaining unit shall not be permanently altered without thirty (30) days advance notice. A permanent alteration of working hours is defined as a change of more than ninety (90) consecutive days.

Section 2. Meal Break

Each employee shall have a meal break during work hours, the length of which shall be consistent with current practice which allows for one (1) hour. The meal break shall be taken between 11:00 AM and 2:00 PM, consistent with current practice.

Section 3. Breaks

Employees working between thirty-seven and one-half (37-1/2) 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-timers shall be given a break after three and one-half (3-1/2) hours of work. Work breaks may be scheduled by the State's Attorney.

Section 4. Flextime

Work hours can be adjusted by mutual consent between the State's Attorney, or designee, and affected employee within the employee's work week, whereby normal workdays can be lengthened or shortened for periods of time mutually agreed upon by the employee and the State's Attorney, or

designee, and overtime will not be paid. It is expressly understood that either the employee or the State's Attorney, or designee, will have the absolute right to refuse consent or approval of flex time without reprisal. Grievances shall be limited to disparate treatment within the State's Attorney's Office.

Section 5. Mileage Reimbursement

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

ARTICLE XXVIII **OVERTIME**

Section 1.

Any employee required to work more than forty (40) hours in a week shall be paid at the rate of one and one-half (1-1/2) 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 (1-1/2) hours for each hour worked in excess of forty (40) in the week.

Section 2.

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 State's Attorney can assign overtime in reverse seniority order of those employees who are qualified to perform the work. 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.

Section 3.

Those employees normally scheduled to work 37.5 hours per week shall earn compensatory time on an hour-for-hour basis up to forty (40) hours worked per week. Compensatory time for hours worked in excess of forty (40) per week will be accumulated at the rate of one and one-half (1-1/2) times per hour worked.

Section 4.

An employee may accumulate up to sixty (60) hours of compensatory time. Compensatory time earned over sixty (60) hours will be paid in the paycheck it was earned as overtime. Compensatory time off will be allowed to be taken with the prior approval of the State's Attorney, or his/her designee. A maximum of one (1) work week of compensatory time off may be taken off consecutively.

Section 5.

Holidays, vacation days and personal days shall be considered hours worked for the purposes of calculating overtime.

Section 6.

Comp time must be approved before it is earned. Comp time must be approved before it is used.

Approval shall be requested from the Administrative Assistant, or if she is not available, the State's Attorney, or if he is not available, the supervising attorney.

ARTICLE XXIX

HEALTH AND LIFE INSURANCE

Section 1.

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.

Section 2. 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 B.

Section 3. 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 B. If an employee selects an alternate health plan provided by the Employer with a premium rate higher than the health insurance plan defined in Article XXIX Section 2, 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 Article XXIX Section 2, 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.

Section 4. 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 percent (14%) at a cost of \$150.00 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.

Section 5. 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 Article XXIX Section 4 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 Article XXIX Section 4 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.

Section 6.

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.

Section 7.

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.

Section 8.

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

Section 9.

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.

Section 10. 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 she/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 life insurance coverage.

Section 11.

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.

ARTICLE XXX **WAGES**

Section 1.

Range Assignments:

Legal Secretary/Receptionist:	Range D
Legal Secretary:	Range E
Administrative Legal Secretary:	Range F
Senior Administrative Legal Secretary:	Range G

Section 2.

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

Grade	D	E	F	G
<u>FY2025</u>				
Minimum	<u>\$18.00</u>	<u>\$19.00</u>	<u>\$21.00</u>	<u>\$21.50</u>
Maximum	<u>\$22.87</u>	<u>\$26.91</u>	<u>\$28.87</u>	<u>\$31.81</u>

Grade	D	E	F	G
<u>FY2026</u>				
Minimum	<u>\$18.45</u>	<u>\$19.48</u>	<u>\$21.52</u>	<u>\$22.04</u>
Maximum	<u>\$23.38</u>	<u>\$27.51</u>	<u>\$29.52</u>	<u>\$32.53</u>

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.

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.

Section 3.

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.

Section 4.

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.

ARTICLE XXXI **GENERAL PROVISIONS**

Section 1. Pensions - 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 Employer. The benefits are subject to change. Employees will be notified of changes in benefits by the Employer. Included are temporary and permanent disability payments, pension and death benefits.

Section 2. Final Paychecks

Terminating employees will receive payment for accrued vacation/personal leave, and unused compensatory time in the case of non-exempt employees, in a lump sum with the regular bi-weekly 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 (3) years of the employee's employment, or the final regular rate received by the employee, whichever is higher.

Section 3. Miscellaneous

Employees who are terminated may be issued an advance payment of their final paycheck at their time of termination.

Section 4. Worker's Compensation Policy

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.

Limited or Light Duty Policy - The Employer may also elect to make "limited or light duty" work available for employees who have work related injuries or illnesses if "limited or light duty" work

is available and if appropriate medical release is given by a physician.

Section 5. Paychecks, Paycheck Errors and Deductions

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 direct deposit pay stubs are emailed 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.

Paycheck Errors: Any paycheck errors should be referred to the employee within the department who regularly prepares the payroll. Corrections will be made no later than the following pay period with the approval of the State's Attorney.

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. F.I.C.A. (Social Security)
- c. I.M.R.F. (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.

Section 6. Gender

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

Section 7. Anti-Nepotism Policy

The State's Attorney, or person with authority to hire or promote or effectively recommend hiring or promoting employees within a department, shall not hire or reclassify or effectively recommend hiring or reclassifying within the department 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, otherwise they 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 XXXII **PARENTAL LEAVE**

Section 1.

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

ARTICLE XXXIII

AUTHORITY OF THE CONTRACT

Section 1.

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 re-negotiate the invalidated provision. All remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XXXIV

ENTIRE AGREEMENT

Section 1.

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

ARTICLE XXXV

DURATION AND SIGNATURE

Section 1. Term of Agreement

This Agreement shall be effective from January 1, 2025, and shall continue in full force and effect until midnight December 31, 2026, and thereafter from year to year, unless not more than one-hundred twenty (120) days, but not less than sixty (60) days prior to December 31, 2026, or any subsequent November 30, either party gives written notice to the other of its intention to amend or

terminate this Agreement. Negotiations for a new Agreement shall begin within thirty (30) days of such notice. If sixty (60) days after the commencement of negotiations, no new Agreement has been reached, either party may declare impasse.

Section 2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties, except that no step or wage adjustments shall be made, unless the parties mutually agree.

DRAFT

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in Champaign, Illinois, this _____ day of _____, 2025.

Champaign County State's Attorney

For AFSCME Council 31

for the Champaign County Board

DRAFT

APPENDIX A

FISCAL YEAR 2025 HEALTH INSURANCE BENEFITS

DRAFT

APPENDIX B

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.