

ILLINOIS FOP LABOR COUNCIL

and

THE CHIEF JUDGE OF THE SIXTH JUDICIAL CIRCUIT - CHAMPAIGN COUNTY PROBATION

Adult and Juvenile Probation Officers

FRATERNAL
ORDER

January 1, 2020 – December 31, 2022

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

ON BEHALF OF AND WITH THE BARGAINING UNIT
MEMBERS OF THE CHAMPAIGN COUNTY ADULT AND
JUVENILE PROBATION OFFICERS

AND

THE CHIEF JUDGE OF THE 6th JUDICIAL CIRCUIT

January 1, 2020 through December 31, 2022

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AGREEMENT

This Agreement is entered into by and between the Chief Judge of the Sixth Judicial Circuit (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council on behalf of the Adult and Juvenile Probation Officers working in Champaign County (hereinafter referred to as the "Council").

PREAMBLE

WHEREAS, it is the intent and purpose of the parties hereto to set forth the agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby and to establish an equitable and peaceful procedure for the resolution of differences; and

WHEREAS, the parties recognize the constitutional, statutory, and inherent powers of the Judicial Branch of government and agree that no provision of this Agreement may be interpreted or enforced in such a manner as to interfere with the constitutional, statutory, and inherent powers of the Judicial Branch; and

WHEREAS, the parties recognize the central role of the Employer in assuring compliance with the laws, the constitution of the State of Illinois, and the United States Constitution; and

WHEREAS, the parties recognize the vital and necessary role of the employees in carrying out the day-to-day work of the judicial system; and

WHEREAS, the parties recognize that the users of the court's services demand and have a constitutional right to the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of common law, statutory, civil, and constitutional rights;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I - RECOGNITION

The Employer recognizes the Council as the sole and exclusive bargaining representative in all matters concerning and pertaining to wages, hours of work, and other terms and conditions of employment for employees in the positions described below as certified by the Illinois State Labor Relations Board, Case #S-RC-97-90.

Included: All full time employees in the classifications of probation officer, detention officer, court services officer, senior court services officer, senior probation officer in the Champaign County Probation Department.

Excluded: All supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act and all other employees of the Chief Judge of the Sixth Judicial Circuit.

ARTICLE II - MANAGEMENT'S RIGHTS

Except as expressly amended, changed or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge retains traditional and constitutional rights to operate the Judiciary. The Chief Judge retains the respective rights as Employer enumerated below and as modified by the Illinois Public Labor Relations Act. Such management rights include, but are not limited to, the following:

- (a) to plan, direct, control, and determine all operations and services of the Judiciary;
- (b) to establish the qualifications for employment and to employ employees;
- (c) to establish reasonable work rules and work schedules and assign such;
- (d) to hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Judiciary;
- (e) to suspend, demote, discharge, and to take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- (f) to establish reasonable work and productivity standards and, from time-to-time, amend such standards;
- (g) to lay off employees due to lack of work or funds or for other legitimate reasons;
- (h) to assign overtime;
- (i) to contract out for goods and services;
- (j) to maintain efficiency of operations and services of the Judiciary;
- (k) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (l) to maintain efficiency of the Employer's operations;
- (m) to take whatever action is necessary to comply with State and Federal law;
- (n) to secure equipment and facilities for the improvement of the operation;

- (o) to determine the kinds and amounts of services to be performed and the number and kind of classifications to perform such services;
- (p) to determine the methods, means and personnel by which operations are to be conducted to include minimum staffing requirements by program, unit, and division;
- (q) to establish standards for equipment, dress and grooming;
- (r) to determine the standards of professionalism required of the employees and, from time-to-time, to change those standards;
- (s) to make changes, whenever necessary, to policies and procedures;
- (t) to administer and interpret policies considering changing circumstances and situations;
- (u) The Employer and the Council for the term of this Agreement each voluntarily waives the rights and each agrees that the other shall not be obligated to bargain over any subject that is covered in this Agreement, however, this waiver shall not apply to the impact of the exercise of management rights reserved to the Employer nor to subjects not provided for in this Agreement.

ARTICLE III - DUES DEDUCTION

Section 3.1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee (attached as Appendix A), the Employer shall deduct the amount of the Council dues and the initiation fee, if any, set forth in such form and any authorized increase therein, from the wages of the employee and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Council shall advise the Employer of any increase in dues, in writing, at least fifteen (15) days prior to its effective date.

Section 3.2. Membership List

The Employer shall request that the appropriate County official forward to the Illinois Fraternal Order of Police Labor Council a list to include the names of each employee that has paid dues..

Section 3.3. Indemnification

The Council hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE IV - DISCIPLINE

Section 4.1. Definition

The parties recognize the principle of progressive and corrective discipline for non-probationary employees. The right of the Employer to discipline for just cause is recognized by the Council. Disciplinary action may include, but is not limited to, the following:

- (a) **Oral Reprimand:** For what may be considered a minor infraction of the rules, Supervisors may counsel the employee and make every effort to determine and resolve the issues(s) which led to the oral reprimand. It may be issued for minor infractions (i.e., being late for work, substandard job performance, etc.). The oral reprimand will not normally be placed in the employee's personnel file. Instead, the Supervisor will create an "employee action log" (maintained by the Director, or the Superintendent, or Supervisors) where the Supervisor is to note the issuance of the oral reprimand. The original oral reprimand is to be attached to the employee action log. Although not normally part of the personnel file, reference to (or copies) of previously issued oral reprimands if less than twelve (12) months old may be noted in written reprimands, suspension notices or final written reprimands which are subject to filing in the personnel file. Oral reprimands are not subject to the grievance procedures.

- (b) **Written Reprimand:** An employee may be issued a written reprimand for a violation of a Departmental policy, county policy or the Code of Professional Conduct for Probation/Court Services Employees, Sixth Judicial Circuit. The violation may be moderate in nature, in the judgment of the supervisory personnel issuing the reprimand (i.e., failure to respond to a previously issued oral reprimand or arguing with another member of the Department in view of the public, etc.).

- (c) **Suspension:** An employee may be suspended for a violation of Departmental policy, county policy or the Code of Professional Conduct for Probation/Court Services Employees, Sixth Judicial Circuit. The violation may be moderate to serious in nature, in the judgment of the supervisory personnel issuing the suspension (i.e., failure to respond to previously issued written reprimands, unsatisfactory work performance, etc.). Dependent upon the seriousness of the violation, the employee may be suspended (without pay) for up to seventy-five (75) hours.

- (d) **Final Written Reprimand:** A final written reprimand may only be issued by the Director. It may be issued for a single incident of misconduct or failure to respond to previously issued oral or written reprimand(s). In conjunction with the final written reprimand, the employee may be suspended (without pay) for up to 225.0 hours. Following the suspension, the employee will be subject to a 90-day evaluation process. During the evaluation process, the employee is to be advised that he/she could be terminated for even a single further infraction of the rules and regulations of the Department, county policy or violation of the Code of Professional Conduct for Probation/Court Services Employees, Sixth Judicial Circuit. During the 90-day assessment period, the employee will meet with his/her immediate Supervisor on a daily basis, and the progress of the employee is to be assessed and documented. The additional

attention afforded the employee is necessary in an attempt to assist the employee in improving and sustaining job performance. If the employee does not improve and sustain performance, at the expiration of the 90-day assessment period his/her employment with the Department will be terminated.

(e) **Discharge of an Employee:** An employee can be terminated at any time without regard to the aforementioned steps. Action can be done so if an employee is involved in an act, or fails to act, and in the Director's judgment, the employee's presence would be contrary to the best interests of the Department or any of its employees. Also, the Director or Supervisors do not necessarily have to follow the progressive discipline process in the order as presented.

The agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer and the Council, with the agreement of the employee, may agree to the use of a modified form of discipline. Such modified discipline shall not be precedent setting and shall not be subject to the grievance procedure. Written reprimands, final written reprimands, and notifications of suspension are forms of formal discipline and will be placed permanently in the employee's personnel file, subject to the provisions of Section 11.3.

Section 4.2. Just Cause

Disciplinary action may be imposed upon an employee only for just cause. When an employee violates a Departmental policy, county policy or the Code of Professional Conduct for Probation/Court Services Employees, Sixth Judicial Circuit, or otherwise performs or attends to the obligation of the job in an unacceptable fashion, the employee will be subject to discipline. Discipline shall be imposed as soon as practicable after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 4.3. Pre-Disciplinary Meeting

For discipline other than oral or written reprimands, a pre-disciplinary meeting will be held between the Employer and the employee. The employee will be advised in writing as to the date and time of the meeting by his/her immediate Supervisor, or another Supervisor. The meeting is to be held within five (5) working days of said notice. The employee may elect to notify the Council of the meeting. At the pre-disciplinary meeting, the employee shall have the right to be represented by the Council at the meeting and the employee and the Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline. The employee will be advised as to the reason for the contemplated disciplinary action and will be provided with the names of witnesses and copies of documents relating to proposed disciplinary action. If the employee does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, unless such presence is objected to by the employee. Pre-disciplinary meetings shall be conducted during an employee's normal hours of work, unless the employee, the Council and the Employer mutually agree otherwise.

ARTICLE V - NO STRIKE OR LOCKOUT

Section 5.1. No Strike/No Lockout Commitment

Neither the Council nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No employee shall refuse to cross any picket line, by whoever established, during the term of this Agreement.

Section 5.2. Resumption of Operations

In the event of action prohibited by Section 5.1 above, the Council immediately shall disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.3. Council Liability

Upon failure of the Council to comply with the provisions of Section 5.2 above, any agent or official of the Council who is an employee covered by this Agreement may be subject to the provisions of Section 5.4 below.

Section 5.4. Discipline of Strikers

Any employee who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 5.1 above shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 5.5. No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

Section 5.6. Employer's Judicial Remedies

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE VI - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 6.1. Definition of a Grievance

A grievance is defined as any unresolved difference of opinion between the Employer and any employee covered by this Agreement regarding the meaning of this Agreement as applied.

Section 6.2. Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her immediate Supervisor. The employee shall make his or her complaint to his or her immediate Supervisor within ten (10) working days of the date on which the employee knew or reasonably should have known of the event-giving rise to the complaint. The Supervisor will notify the employee of the decision within ten (10) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, employees shall first complete their assigned work tasks, and grieve later, unless it is reasonably believed that the assignment will endanger their safety.

Section 6.3. Representation

Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. The Council may have the grievant or one grievant representing group grievances present at any step of the grievance procedure, and the employee is entitled to Council representation at each and every step of the grievance procedure upon the employee's request. Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees in the group.

Section 6.4. Subject Matter/Settlement

Only one subject matter shall be covered in any one grievance; oral reprimands shall not be subject to the grievance procedure. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date. When the grievance is settled, the settlement shall be reduced to writing and signed by the Employer or his/her designees, the Council, and the grievant(s). Absent Council approval, no grievance may be settled with an individual grievant where the terms of that settlement are in violation of the terms of this Agreement.

Section 6.5. Time Limitation

Grievances may be withdrawn, settled, or granted at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant(s) but shall automatically advance the grievance to the next step. Time limits may be extended or waived by mutual agreement.

Section 6.6. Grievance Processing

No employee or Council representative shall leave their work assignment to investigate, file or process grievances without first making mutual arrangements with the Supervisor. In the event of a grievance, the employee shall always perform his or her assigned work tasks and submit the grievance later, unless the employee reasonably believes that the assignment endangers his or her safety.

Section 6.7. Grievance Meetings

A maximum of two (2) employees shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work hours.

Section 6.8. Steps in Procedure

Disputes arising under this Agreement shall be resolved as outlined. In the event that an otherwise timely and appropriate grievance is filed at the wrong step or if a step is skipped, the Employer may demand that the grievance be referred back to the appropriate step.

Notwithstanding the above, the parties may agree to begin the grievance process at a step other than Step 1 or to advance a grievance to a higher step.

Step 1 - Intermediate Supervisor

If no agreement is reached between the employee and the Supervisor, as provided for in Section 6.2 Dispute Resolution, the grievant or the Council shall prepare a written grievance on a form mutually agreed to (attached as Appendix B) and present it to the Superintendent of the Juvenile Detention Center (or the designee of the Director of Court Services) no later than ten (10) working days after the employee was notified of the decision of the Supervisor. In no case shall the grievance be submitted in writing later than ten (10) working days from the date on which the employee knew or reasonably should have known of the occurrence giving rise to the grievance. Within ten (10) working days after the grievance has been submitted, the Superintendent of the Juvenile Detention Center shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Superintendent of the Juvenile Detention Center shall respond in writing to the grievant within ten (10) working days following the meeting.

Step 2 - Director of Court Services

If the grievance is not settled at Step 1, the grievance may be referred in writing within ten (10) working days after the decision of the Superintendent of the Juvenile Detention Center (or the designee of the Director of Court Services) to the Director of Court Services. Within ten (10) working days after the request for Step 2 review has been filed, the Director of Court Services shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Director of Court Services shall respond in writing to the grievant within ten (10) working days following the meeting.

Step 3 - Presiding Judge

If the grievance is not settled at Step 2, the grievance may be referred in writing within ten (10) working days after the decision of the Director of Court Services to the Presiding Judge of Champaign County, or his or her designee. Within twenty (20) working days after the request for Step 3 review has been filed, the Presiding Judge and/or his/her designee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Presiding Judge or his/her designee shall respond in writing to the grievant within ten (10) working days following the meeting.

Step 4 - Arbitration

If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Council, with notification to the Employer, within ten (10) working days after the Step 3 response or the expiration of the ten (10) day period if the Presiding Judge of Champaign County, or his or her designee, fails to render a written decision. Within twenty (20) working days after the matter has been submitted to arbitration, the Council and Employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to forward a list of recognized arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss. Either party reserves the right to reject one panel of arbitrators.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer and Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees and room cost.

The decision and award of the arbitrator shall be final and binding on the Employer, the Council and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from, the provisions of the Agreement.

ARTICLE VII - NON-DISCRIMINATION

Section 7.1. Prohibition Against Discrimination

The Employer and Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. The Employer will continue to provide equal opportunity for all employees and develop and apply equal employment practices.

Section 7.2. Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

Section 7.3. Violations

Violations of Sections 7.1 and 7.2 shall not be subject to the grievance and arbitration provisions of this Agreement. Violations of Sections 7.1 and 7.2 must be pursued through the appropriate State or Federal agencies.

ARTICLE VIII - LABOR-MANAGEMENT CONFERENCES

Section 8.1.

Representatives of the Employer and of the Council may meet from time-to-time on a reasonable basis.

It is understood that the above-referenced meetings are consensual. Nothing herein shall obligate the parties to such matters nor shall it inhibit the parties from meeting on a less formal basis, should circumstances allow.

Section 8.2.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure may be discussed at labor-management conferences. However, any such discussion of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances. Such grievance discussions shall only be held by mutual agreement of the Employer and the Council.

Section 8.3.

When absence from work is required to attend labor-management conferences, Council members shall, before leaving their work station, give reasonable notice to and receive approval from their Supervisor in order to remain in pay status. Supervisors shall not arbitrarily withhold approval of the absence. Council members attending such conferences shall be limited to two (2) on-duty employees. Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

ARTICLE IX - LAYOFF AND RECALL

Section 9.1. Layoff

The Employer in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) Probationary employees;
- (b) In the event of further reductions in force, employees will be laid off in accordance with their seniority within Court Services.

Section 9.2. Recall

Subject to Illinois Department of Juvenile Justice and/or Illinois Department of Corrections regulations, employees shall be recalled from layoff according to Court Services seniority. No new employees shall be hired until all employees on layoff desiring to return to work have been given the opportunity to return to work. Recall rights under this provision shall terminate eighteen (18) months after layoff. In the event of recall, eligible employees shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Director of Court Services, or his designee, concerning any change of address during the recall term. Upon receiving the notice of recall, eligible employees shall have five (5) working days to notify the Director of Court Services, or the Director's designee, of their acceptance of the recall. The employee shall have ten (10) working days thereafter to report to duty, or less time if mutually agreed upon by the employee and the Employer. If the former employee fails to respond within five (5) working days upon receipt of said notice, or if the individual declines the opportunity for the assigned position, the next eligible former employee will be contacted. Any employee eligible for recall may request that his/her name be deleted from the list of individuals eligible for recall. If this should occur, the individual's name will be deleted and the rank on the seniority recall list adjusted accordingly. An employee failing to respond to a recall notice, or who can't report to work within fifteen (15) working days following receipt of a recall notice, or who elects not to accept the position offered, will be moved to the bottom of the recall seniority list.

In any situation where a position is eliminated, either due to lack of funding or cut-backs by the Administrative Office of the Illinois Courts, or by reduction of work force and/or lack of funding as mandated by the Champaign County Board, the employee with the least amount of seniority in the Department will be the first to be laid off in order to avoid a system flush. Employees whose positions have been eliminated shall be afforded the opportunity to replace the laid off individual and perform that individual's job duties. If the displaced employee elects to take the opening of the least senior employee in the Department, pay will be at the filled position's rate of pay (with corresponding years of service).

In the event of suspension of an entire specialized program or unit in the Department, the Employer reserves the right to reassign supervisory personnel.

ARTICLE X- IMPASSE PROCEDURE

The parties agree that nothing contained in this Agreement, or in the negotiations that preceded, waived or prejudiced either party's position relative to the applicability of 5 ILCS 315/14 to this bargaining unit.

ARTICLE XI - EMPLOYEE SECURITY AND PERSONNEL FILES

Section 11.1. Personnel File Inspection

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- a. Such inspection need not occur immediately following receipt of the request and, upon Employer directive, inspection may take place in the presence of a representative of the Employer;
- b. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein at no cost;
- c. Such inspection shall occur during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding all holidays, upon reasonable request;
- d. Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Council present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- e. Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be made part of the personnel file. In addition, psychological tests, reports and evaluations, which are the sole property of the Employer, shall be confidential and shall not be released to the employee for examination or copying.

Section 11.2. Notification and Reply

Employees shall be given formal notice by the Employer when a written reprimand or other disciplinary documentation is permanently placed in their personnel file. Such notice shall be given within five (5) working days of permanent placement. A copy of the written reprimand or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the written reprimand or disciplinary documentation. The written reply shall be permanently attached to the written reprimand or other disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original.

Section 11.3. Removal from file

Upon receipt of a written request from the employee to the Director, written reprimands shall be removed from their active personnel file after three (3) years but may be retained by the Employer as evidence to show efforts at appropriate corrective actions should the employee be subject to future disciplinary actions.

ARTICLE XII - HOURS AND OVERTIME

Section 12.1. Work Day and Work Week

The normal work day for Probation Officers shall be seven and one-half (7-1/2) consecutive actual hours worked broken by a one (1) hour unpaid meal break. The normal work week for Probation Officers shall be defined as thirty-seven and one-half (37-1/2) hours in the seven-day work period from Sunday through Saturday. The work week shall be further defined as five (5) consecutive work days followed by two (2) consecutive days off. The pay period will consist of the two-week period, or 75-hour pay period as designated by the County Auditor and so noted on each pay stub.

Juvenile Detention Officers shall work 75 hours in a two-week pay period as designated by the Champaign County Auditor and so noted on each pay stub. Juvenile Detention Officers shall be provided a one (1) hour unpaid meal break within the premises, subject to the provisions of Article XII, Section 3 (Break Periods and Meal Breaks). Amendments may occur at any time through an agreement between the FOP and Management. Amendments could include, but are not limited to, changes in starting/ending times, changes in gender assignments for certain shifts or changes in standard shift days. While Management maintains the absolute right to establish staff hours and requirements, the Union may propose a schedule different from the current schedule at any time. If a schedule change is agreeable to Management, an approval vote by all affected officers shall take place prior to the enactment of a non-standard workday or work week. A Letter of Agreement signed by the Union and Management would document a change in the work week.

Section 12.2. Compensatory Time

Compensatory time shall be defined as actual work performed in excess of the seventy-five (75) hours referenced above. All hours in a pay status, except for inactive hours in connection with on-call, shall be credited toward the seventy-five (75) hours referenced in this Article. No compensatory time shall be performed without the express consent of a Supervisor. If the employee is required to work beyond their regular 75 hours in a two-week period, they shall receive compensatory time at the rate of 1.0 hours for each hour worked up to 80 hours and 1.5 hours for each hour worked thereafter. Compensatory time shall be taken at a mutually agreeable time within six (6) months of the time it is earned. If not so taken, the Employer will assign time off following passage of the six (6) month period.

Section 12.3. Break Periods and Meal Breaks

Reasonable breaks will be allowed not to exceed a total of 30 minutes per work shift and may not be used to change an employee's starting or quitting times. When circumstances prevent an employee from taking a meal break, the employee is to contact his/her Supervisor who will arrange for their meal break.

If an employee is called back to work for emergency purposes during his meal break, he shall be compensated for time worked at the applicable rate, unless the remainder of his meal break is taken later in the work shift.

Section 12.4. Court Time

An employee required to testify or appear for court or other lawfully impaneled body for Court Services Department related business during hours other than their regularly scheduled shift shall receive compensation for a minimum of two (2) hours or the actual time worked, whichever is greater. This two (2) hour minimum will not be included if the court appearance is inside the two (2) hour time of the start or end of the employee's work shift.

Section 12.5. Call-out

An employee who must leave his home because he is called out to work by a Supervisor or by another law enforcement agency during an off-duty period shall receive the greater of three (3) hours compensatory time or compensatory time equal to 1.5 times the actual hours worked, whichever is greater.

Section 12.6. Hold Over

Hold over is defined as official assignment of work which continuously precedes or follows an officer's regularly scheduled working hours. Employees may be mandated to continue work assignments by a Supervisor until relief can be located. Additionally, employees may be required to complete an assignment without supervisory approval of hold over time. Hold over is allowed in specific instances such as staffing requirements, court appearances, transportation and search incidents.

Section 12.7. Scheduling

Staffing hours and requirements will be established by Management. The filling of said shifts will be by seniority with gender needs taken into consideration. Probationary employees will be assigned by Management.

Section 12.8. Bidding

- a. Employees shall bid for duty schedule/shifts based on seniority.
- b. Bid forms shall be posted for ten (10) working days.
- c. Shift bidding within the Juvenile Detention Center shall take place twice annually on or about December 1 with the awarded shifts being effective on or about January 1 and on or about June 1 with the awarded shifts being effective on or about July 1.
- d. Management reserves the right to assign employees to the teams within a duty schedule at the Juvenile Detention Center in order to ensure proper coverage and break-up of experience levels.
- e. In units where there are only two officers assigned, bids will take place when there is a change in personnel, a permanent schedule change by Management, or when approved by Management.
- f. Compensatory time will be charged or credited as needed during periods of shift bidding and schedule changes.

ARTICLE XIII - INDEMNIFICATION

The Employer agrees to represent and indemnify the employees in accordance with applicable statutes.

ARTICLE XIV - SENIORITY

Section 14.1.

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire within the Court Services Department.

Section 14.2. Promotions & Lateral Transfers

Lateral Transfers shall be movement into positions of equal pay.

Promotions shall be any opportunity to move into a position where an increase in job points will occur.

The candidate must meet minimum qualifications based on established criteria for each position posted.

Promotions & Lateral Transfers shall be based on the following criteria:

Seniority	30%
Job Performance	25%
Training/Experience	20%
Ability	15%
Interview	10%

The Employer can pick from the top four (4) candidates. In the event that there is only one (1) applicant for an opening within the Department, the Employer reserves the right to select from outside the Department, while agreeing to consider the lone applicant from within as one of the top four (4) candidates.

Openings for promotional or lateral transfers shall be posted for ten (10) working days.

Section 14.3. Seniority List

The parties shall prepare a list setting forth the present seniority dates and dates of promotion for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time this Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 14.4. Disputes regarding Use of Personal Time

Any dispute within a job classification as to the use of personal time shall be resolved by seniority.

Section 14.5. Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

- a. Quits via resignation; or
- b. Is discharged for just cause; or
- c. Is laid off pursuant to the provisions of this Agreement for a period of eighteen (18) months; or
- d. Accepts gainful employment while on an approved leave of absence from the Department; or
- e. Is absent for three (3) consecutive scheduled work days without proper notification, justification, or authorization.

Section 14.6. Unpaid Leave of Absence

Employees will not continue to accrue seniority credit for time spent on authorized unpaid leave of absence.

Section 14.7. Probationary Period

A new or rehired employee filling a job classification covered by this Agreement shall be subject to an initial probationary period of one-year continuous service to determine his ability and fitness for the work. The Director of Court Services shall have the sole right to determine his/her suitability at any time 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 Director, and shall not be the subject of a grievance.

No employee within the Department that is currently under probationary status within their current job assignment is eligible to apply for a lateral transfer.

Upon satisfactory completion of the probationary period, an employee shall be credited with his seniority beginning from the date of his continuous employment within the Department and shall receive all other rights and benefits for which a regular employee is eligible.

An employee involved in a lateral transfer or promoted within the Department shall be subject to an evaluation period of one-year continuous service to determine his/her ability and fitness for the work. The Director shall have the sole right to determine his/her suitability at any time during this period. The right to transfer the employee back to his/her previous assignment during the evaluation period shall be vested exclusively with the Director. The sole remedy for

failing to satisfactorily complete the evaluation period shall be the return to the previous job assignment.

ARTICLE XV - F.O.P. LABOR COUNCIL REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 15.1. Authorized Representatives

Authorized representatives of the Council shall be permitted reasonable visits to the Champaign County Probation Department and the Champaign County Juvenile Detention Center during work hours to talk with employees of the local Council and/or representatives of the Employer concerning matters covered by this Agreement.

Section 15.2. Timekeeping Records

The Council or a representative shall have the right to examine timekeeping records and other records pertaining to the computation of compensation of an employee whose pay is in dispute or any records of the employee pertaining to a specific grievance, at mutually agreeable times with the employee's consent.

Section 15.3. Grievance Procedure

Reasonable time while on duty shall be permitted to Council representatives for the purpose of representing employees in any of the hearings or meetings with the Employer which are specified in the grievance Article and such reasonable time shall be without loss of pay.

Section 15.4. Council Negotiating Team

Providing their absence would not unduly burden the work of the Department or conflict with obligations that could not be rescheduled by the officer (such as a court appearance), four (4) members designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending up to four (4) scheduled negotiations, be excused from their regular duties and remain in pay status.

ARTICLE XVI - LEAVES

Section 16.1. Sick Leave

Employees with less than ten (10) years of continuous service shall be granted 75 hours of sick leave annually with full pay at a proportionate rate per pay period. Employees with ten (10) or more years of continuous service shall earn 90 hours of sick leave annually. An employee with less than six (6) months service shall be entitled to take up to 15 hours of sick leave. Accrual of sick leave shall be subject to a cap of 220 days or 1650 hours.

Sick leave is defined as the absence of an employee due to illness or due to the serious illness of a member of the employee's immediate family (i.e., spouse, mother, father, children, domestic partner, or sibling if the sibling resides in the employee's household).

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. Retiring employees may receive pension service credit for unused sick leave in accordance with law governing the Illinois Municipal Retirement Fund. Such benefits time shall be capped at 220 days or 1650 hours. Employees shall notify their Supervisor of their illness as soon as practicable and the approximate length of absence required. The employee's Supervisor, within his or her discretion, may require a certificate by the appropriate physician.

Sick leave is a privilege granted by the Employer for the benefit of employees. Any abuse by an employee could result in this privilege being denied that individual.

Sick leave days shall be expressed in terms of working hours on bi-weekly pay stubs. Earned sick leave, when used, is charged against the employee's sick leave benefits balance for the actual number of hours used.

Section 16.2. Personal Leave

Employees with less than twelve (12) months continuous employment shall earn 7.5 hours of personal leave annually, except that no personal leave shall be taken prior to the successful completion of six (6) months of employment.

Employees with more than twelve (12) months of continuous service shall earn 22.5 hours of personal leave annually. Employees shall be credited with 22.5 hours of personal leave annually on their anniversary date. At their anniversary date, employees shall forfeit any unused personal leave hours.

Subject to prior approval by the Director or Supervisor and exigent circumstances, this leave may be taken at any time.

Section 16.3. Bereavement Leave

Full-time employees shall be granted paid bereavement leave for the scheduled working hours on five (5) consecutive workdays (37.5 total hours) following the death of a spouse, child (including step or adoptive) or parent (including step or adoptive), and for the scheduled working hours on three (3) consecutive workdays (22.5 total hours) following the death of a sibling (including step or adoptive), grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law or grandchild.

Section 16.4. Witness/Jury Duty

Any employee who is called for jury duty, regardless of 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 Employer; however, the mileage reimbursement may be retained by the employee.

If an employee is required to testify or appear for court or other lawfully impaneled body for Court Services Department related business, 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.

The Director shall maintain records of the days on which jury and witness duty is served by employees.

Section 16.5. Family and Medical Leave of Absence and Child Bereavement Leave

The Employer shall comply with the requirements of the Family and Medical Leave Act and the Illinois Child Bereavement Leave Act, as amended from time to time, neither of which shall be part of this Agreement, or enforced under it.

Section 16.6. Leave of Absence Without Pay

A Leave of Absence Without Pay may be granted for short term disability, or reasons other than those covered by the Family and Medical Leave Act, as approved by the Director of Court Services.

A non-probationary employee must use all of his/her accrued benefit time, including sick time, if available under the circumstances, before beginning a Leave of Absence Without Pay. The employee may choose to reserve the equivalent of 22.5 hours of sick time. Benefit time is exhausted when less than one (1) hour is available to be taken.

A Leave of Absence Without Pay of less than one (1) calendar month may be arranged between an employee and the Director of Court Services. If possible, an employee requesting a Leave of Absence Without Pay for a period of one (1) month or less shall notify the Director of the request, in writing, at least three (3) days prior to the exhaustion of all applicable accrued benefit time.

If the employee will be absent from work longer than the accrued benefit time available to be taken plus one month, if granted, a request for a Leave of Absence Without Pay not to exceed four (4) months shall be submitted to the Director of Court Services. The employee shall notify the Director in writing of this request as soon as he/she becomes aware of the need for additional Leave of Absence Without Pay 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.

All Leaves of Absence Without Pay under Section 16.6 shall be without payment of salary. Employees on an approved Leave of Absence Without Pay 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 for a period not to exceed five (5) months. The employee remains responsible for payment of any additional individual or dependent coverage premiums for health insurance while on an approved Leave of Absence Without Pay.

Time spent on an approved Leave of Absence Without Pay will count toward determination of length of service with the Employer in computing benefits when the employee returns to work.

Before an employee may return to work from a Leave of Absence Without Pay granted due to a short-term illness, the employee must present a doctor's statement approving the return to work in the employee's position to the Director of Court Services.

An employee who is granted a Leave of Absence Without Pay under Section 16.6 will be returned to his/her prior position at the end of such leave, unless the position has been abolished, in which case the Layoff and Recall Article of this Agreement shall be applied.

An employee who does not report for work at the end of an approved Leave of Absence Without Pay shall be deemed to have resigned as of the date of the employee's next scheduled work day after the expiration of the Leave of Absence Without Pay.

The Employer may fill a position that is vacant due to an employee being on an approved Leave of Absence Without Pay with a temporary employee.

A leave of absence necessitated by a work-related injury will be granted as of right. The employee shall not be required to exhaust benefit time. 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.

Section 16.7. Extended Leave of Absence

Although the Leave of Absence policy in Section 16.6 is designed to be flexible enough to accommodate most situations, there will be occasions that require techniques or solutions outside the established guidelines. If an employee will be absent from work longer than the five (5) months provided for in Section 16.6, the employee may submit a request for an Extended Leave of Absence to the Director of Court Services. The employee shall notify the Director in writing of this request as soon as he/she becomes aware of the need for an Extended Leave of Absence and at least three (3) days prior to the end of leave time already granted, if possible. The written request shall contain the reason and expected length of the absence.

All Extended Leaves of Absence under Section 16.7 shall be without payment of salary. Employees on an approved Extended Leave of Absence will not earn or accrue benefit time (vacation, sick, holiday or personal leave). 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 five (5) months provided for in Section 16.6.

Time spent on an approved Extended Leave of Absence will count toward determination of length of service with the Employer in computing benefits when the employee returns to work.

The Director may permanently fill a vacancy created by approval of an Extended Leave of Absence. The employee will be placed in his/her previous position only if it is vacant on the date the Extended Leave of Absence expires. If the position has been abolished, the Layoff and Recall Article of this Agreement shall be applied.

Section 16.8. Military Leave

Military leave shall be granted in accordance with State and Federal law.

Section 16.9. Illinois Municipal Retirement Fund (IMRF)

The benefits of the Illinois Municipal Retirement Fund and eligibility for IMRF are determined by law and not by the Employer. The benefits are subject to change without notice from the Employer. Included are temporary and permanent disability payments, pension and death benefits. See the most recent edition of the pamphlet distributed by IMRF or visit www.imrf.org for a detailed description of your benefits.

Section 16.10. Worker's Compensation Policy

All 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.

The Employer may 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.

ARTICLE XVII - VACATIONS

Section 17.1.

Employees with less than five (5) years of continuous employment shall earn 75 hours of vacation time annually with full pay at a proportionate rate per pay period. Maximum accrual of vacation time shall be limited to 150 hours of vacation time.

Employees with more than five (5) years and less than ten (10) years of continuous employment shall earn 112.5 hours of vacation time annually with full pay at a proportionate rate per pay period. Maximum accrual of vacation time shall be limited to 225 hours of vacation time.

Employees with more than ten (10) years and less than 20 years of continuous employment shall earn 157.5 hours of vacation time annually with full pay at a proportionate rate per pay period. Maximum accrual of vacation time shall be limited to 315 hours of vacation time.

Employees with more than 20 years and less than 25 years of continuous employment shall earn 165 hours of vacation time annually with full pay at a proportionate rate per pay period. Maximum accrual of vacation time shall be limited to 330 hours of vacation time.

Employees with more than 25 years of continuous employment shall earn 187.5 hours of vacation time annually with full pay at a proportionate rate per pay period. Maximum accrual of vacation time shall be limited to 375 hours of vacation time.

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

Section 17.2.

Vacation leave pay shall be taken on a scheduled basis and, subject to exigent circumstances, may be taken at any time with the approval of the Employer except that no vacation shall be taken prior to the successful completion of six (6) months continuous employment with the Employer.

Earned vacation leave, when used, is charged against the employee's vacation leave benefits balance for the actual number of hours used.

ARTICLE XVIII - HOLIDAYS

Subject to the administrative and supervisory authority of the Illinois Supreme Court, holidays shall be those days designated by the Chief Judge of the Sixth Judicial Circuit in his yearly announcement. Should the Chief Judge announce fewer holidays than is offered by the Champaign County Board, the difference shall be offered as personal hours.

Holiday pay will be equal to the number of hours the employee would have been scheduled to work at the employee's regular rate of pay.

All employees, other than Juvenile Detention Center employees, shall receive a paid work day off for each holiday at their regular rate of pay. If required to work on a holiday, non-JDC employees shall receive compensatory time at the rate of hour for hour.

Adjustments to the schedules of Senior Court Services Officers shall be made when necessary to assure that the employees shall not lose a paid work day off by virtue of a holiday falling on a day that is already a scheduled day off for the employee. The schedule adjustment shall enable the Senior Court Services Officer to receive an additional work day off with pay either immediately preceding or immediately following the employee's regularly scheduled days off.

ARTICLE XIX - WAGES

Section 19.1. Wage Rates

All employees in this bargaining unit shall be paid according to the following schedule:

Effective January 1, 2020: two (2) percent general wage increase, plus \$1,000 Market Adjustment;

Effective January 1, 2021: two (2) percent general wage increase, plus \$1,000 Market Adjustment;

Effective January 1, 2022: two (2) percent general wage increase, plus \$1,000 Market Adjustment.

Annual base wages for each position classification shall be increased by \$1,000 (\$.51 per hour based on 1,950 hours per year) on the first day of each fiscal year as follows:

POSITION	STARTING HOURLY WAGE RATES		
	EFFECTIVE 01/01/2020	EFFECTIVE 01/01/2021	EFFECTIVE 01/01/2022
Court Services Officer (Supervision)	\$18.28	\$18.79	\$19.30
Court Services Officer (Juvenile Detention)	\$20.37	\$20.88	\$21.39
Senior Court Services Officer (Supervision)	\$20.41	\$20.92	\$21.43

NOTE – The base wage rate for Court Services Officer (Juvenile Detention) was initially determined by adding the following amounts to the base wage rate established for Court Services Officer (Supervision): 96 hours for holiday pay, 9 hours for mandatory staff meeting attendance, and 130 hours for lunch pay (260 days X ½ hour).

Section 19.2. Retroactivity

All retroactive pay increases to January 1, 2020 shall be paid on all hours within forty-five (45) days of the execution of the Agreement, if not sooner.

ARTICLE XX - EVALUATIONS

Each employee covered by this Agreement shall have their performance evaluated on an annual basis. The evaluation shall comply with the standards established by the Administrative Office of the Illinois Courts. The evaluation shall be completed by the Supervisor having the greatest first-hand knowledge of the employee's work. This evaluation shall be completed and reviewed with the individual employee. The evaluated employee shall have the opportunity to comment on the evaluation and those comments shall be taken into consideration in the completion of the performance evaluation.

The employee evaluated shall sign the performance evaluation after review of the document with the evaluating Supervisor. The employee's signature shall signify only that the employee has been given his or her performance evaluation. The employee shall have the opportunity to have written comments regarding the evaluation submitted with the evaluation and placed into the employee's permanent record.

In the event that the Supervisor completing an employee's performance evaluation determines that he or she has insufficient knowledge of the employee's performance with regard to a particular objective, the Supervisor shall gather all such pertinent reference materials and information necessary for completing the employee's performance evaluation.

The parties agree that in completing an employee's performance evaluation bias and favoritism are to be avoided in every way possible.

It is further agreed that the performance evaluation system shall not be used as a subterfuge for the discipline provisions of this Agreement.

Evaluations may be grieved only if the cumulative score falls below that needed to meet standards of satisfactory performance and the issues raised in the grievance may result in raising the evaluation up to, or above, the minimum satisfactory performance score.

ARTICLE XXI - HEALTH AND LIFE INSURANCE

Section 21.1.

The County shall make available to all employees a group health insurance plan. Employees shall be eligible for health insurance coverage if they work at least thirty (30) hours per week and after the completion of two (2) 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 21.2. Health Insurance Plan/Benefit Structure

The benefits structure of the Health Insurance Plan offered by the County through December 31, 2022 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 D.

Section 21.3. Additional Alternative Health Care Plans

The Employer may offer additional alternative health care plans to its Employees only in accordance with the terms of the Agreement for Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix D. If an employee selects an alternate health care plan provided by the County with a premium rate higher than the Health Insurance Plan defined in Sections 21.2 and 21.3, the employee shall pay the additional premium cost associated with that plan. If an employee selects an alternative health care plan provided by the County with a premium rate lower than the Health Insurance Plan defined in Sections 21.2 and 21.3, the County shall make available the difference in annual premium to be applied toward deductible costs through a Health Reimbursement Account made available to the employee.

Section 21.4. Employee Premium Cost Sharing

Employee contributions to monthly single premium health insurance shall be as follows: the employee shall pay fourteen (14) percent of single premium. Wages and health insurance increases are retroactive to January 1, 2020.

Section 21.5. Dependent Premium Cost Sharing

The Employer shall provide an additional contribution of \$70.00 per month to dependent coverage for employees who enroll in dependent coverage.

Section 21.6.

When spouses are both employed by the County, the County shall pay the designated premium 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 Employer in that fiscal year as defined in Section 21.4, or an amount equal to the balance due for that couple's family/dependent coverage, whichever is less.

Section 21.7.

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 21.8.

An employee on a Leave of Absence Without Pay or 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 County 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 County until the next open enrollment period.

ARTICLE XXII - GENERAL PROVISIONS

Section 22.1. Training/Professional Development

The Employer shall provide a systematic training program to all employees entering a new position within this Department. The training program shall be complete and comprehensive, designed specifically for each position within this Department. The Employer agrees to provide training and the opportunity for non-probationary employees to further develop their skills and potential.

Section 22.2. Use of Personal Vehicle

If an employee is required to use their personal vehicle in the performance of their employment, they shall be reimbursed per the applicable County policy regarding mileage reimbursement, as it may be amended.

Section 22.3. Inoculations

The Employer agrees to pay all expenses for inoculations, immunization shots or required medical tests for an employee and for members of the employee's family (if such inoculations for the employee's family are advised by a physician, in writing, and the cost of such inoculations are not covered by the employee's health insurance) when such become necessary as a result of

said employee's exposure to contagious diseases where said employee has been exposed to said diseases in the line of duty.

Section 22.4. Bulletin Boards

The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis where none are available, for purposes of the Council.

Section 22.5. Notification of Elections

The Employer shall be provided written notification of election or selection of Union representatives, stewards, or negotiation team members within ten (10) days of election or selection.

Section 22.6. Safety Committee

A two-member committee shall be elected by the members of the bargaining unit with one (1) being elected from the Juvenile Detention Center and one (1) being elected from Probation. This committee will meet with a Management representative on an as needed basis to address safety concerns brought to the committee by the bargaining unit.

Section 22.7. Working Apparel

In addition to the current dress code, employees will be allowed to wear solid colored polo (golf) shirts. These shirts will bear the Department emblem that will be affixed to the shirt. Employees may wear "Dockers" style slacks with the polo shirt. Appropriate footwear will be worn. This attire will be acceptable for Court appearances if approved by the Presiding Judge of Champaign County.

ARTICLE XXIII - SUBSTANCE ABUSE TESTING

Section 23.1. Statement of Policy

It is the policy of the Employer that the public has the right to expect persons employed by the Sixth Judicial Circuit to be free from the effects of drugs and alcohol. The Employer has the right to expect their employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as to not violate any established rights of the employee.

Section 23.2. Prohibitions

Employees shall be prohibited from:

- a. Consuming or possessing alcohol, legal cannabis/marijuana or illegal drugs at any time during the work day or when on-call or when performing field contacts or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the employee's personal vehicle while engaged in Employer business;

- b. Illegally selling, purchasing or delivering any illegal drug, except as required in the line of duty;
- c. Being under the influence of alcohol, legal cannabis/marijuana or illegal drugs during the course of the work day;
- d. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 23.3. Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an employee is under the influence of alcohol, legal cannabis/marijuana or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit wide testing of employees, except random testing of an individual employee as authorized in Section 23.8 below. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment prior to their date of hire.

Section 23.4. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts, and reasonable opportunity, not to exceed one (1) hour, to consult with a representative of the Council at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Council representation and/or legal counsel. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 23.5. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b. Ensure that the laboratory or facility selected conforms to all NIDA standards;
- c. Establish chain of custody procedures for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d. Collect a sufficient sample of the same bodily fluid material from an employee to allow for initial screening and a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;

- e. Collect samples in such a manner as to preserve the individual employee's right to privacy and ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- f. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent, or a better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Director of Court Services within seventy-two (72) hours of receiving the results of the tests;
- h. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billing for testing that reveals the nature or number of tests administered), the Employer will not use information in any manner or forum adverse to the employee's interests;
- i. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.
- j. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and results;
- k. Ensure that no employee is the subject of any adverse employment action except emergency temporary assignment with pay during the pending of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 23.6. Right to Consent

The Council and/or the employee, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and the accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievance shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing.

Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Council.

Section 23.7. Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The employee shall pursue all referrals and treatment to appropriate agencies as offered by the employee's health insurance provider. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 23.8. Discipline

Use of illegal controlled drugs at any time while employed by the Employer, abuse of prescribed drugs, as well as being under the influence of alcohol or legal cannabis/marijuana or the consumption of alcohol or legal cannabis/marijuana while on duty shall be cause for discipline, up to and including termination, subject to confirmation by the grievance and arbitration procedure of this Agreement. While all such disciplinary issues shall be subject to the jurisdiction of the arbitrator, all other issues relating to the drug and alcohol testing process (e.g., whether there is probable cause for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Nothing in this Section shall be construed to prevent an employee from:

- a. Asserting, or the arbitrator from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding, or
- b. Contesting any discipline that may be imposed under applicable Federal or State discrimination laws.

The Employer understands that alcohol and drug addiction is considered a disease by the American Medical Association. The Employer may, in disciplining an employee with a drug or alcohol problem, consider this point as well as the employee's willingness to seek help for the addiction.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol or legal cannabis/marijuana, and for whom the Employer or arbitrator has deemed appropriately should undergo treatment in lieu of, or in addition to, some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall be subject to the following conditions:

- a. The employee agreeing to appropriate treatment as determined by the physicians(s) involved;

- b. The employee discontinues his use of illegal drugs or abuse of alcohol or legal cannabis/marijuana;
- c. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d. The employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing or who test positive a second or subsequent time for the presence of illegal drugs, alcohol, or legal cannabis/marijuana during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol, legal cannabis/marijuana, or drugs prevents such individual from performing the duties of a Court Services employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol, legal cannabis/marijuana, or drug abuse.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his/her normal duties may be temporarily reassigned with pay to other more suitable duties.

ARTICLE XXIV - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE XXV - DURATION

Section 25.1. Term of Agreement

This Agreement shall be effective from January 1, 2020 and shall remain in full force and effect until December 31, 2022. It shall continue in effect from year to year thereafter unless notice to amend or modify this Agreement is given in writing by certified mail by either party no

earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 25.2. 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 or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties. Wages shall neither be increased nor decreased during such an interim period.

SIGNATURES

IN WITNESS WHEREOF, the parties have affixed their signatures this _____ day of _____, 2020.

For the Employer:

The Honorable Karle E. Koritz

For the Labor Council:

Laura Hawk

Jeremy Jessup

Tiffany Kolakowski

John Naese

William E. Jarvis, Attorney
Illinois Fraternal Order of Police
Labor Council

APPENDIX A - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, _____ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX B - GRIEVANCE FORM

(use additional sheets where necessary)

Lodge/Unit No.: _____ Year: _____ Grievance No.: _____



Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles

Briefly state the facts: _____

Remedy Sought: _____, in part and in whole, make grievant(s) whole.

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:	Year:	Grievance No.:
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STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C - HEALTH INSURANCE BENEFITS

Champaign County PPO Plan

\$2,000 Deductible, \$2,000 OPX \$25 OV

Effective January 1, 2020



BlueCross BlueShield
of Illinois

BENEFIT HIGHLIGHTS

PPO Network

This provides only highlights of the benefit plan. After enrollment, members will receive a Certificate that more fully describes the terms of coverage.

Program Basics

PPO
(In-Network)

Non-PPO
(Out-of-Network)

Lifetime Benefit Maximum Per individual		Unlimited
Individual Coverage Deductible Per calendar year.	\$2,000	\$4,000
Family Coverage Deductible Per calendar year.	\$4,000	\$8,000
Individual Coverage Out-of-Pocket Expense (OPX) Limit The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year, including the deductible and Rx. The following items will not be applied to the out-of-pocket expense limit: <ul style="list-style-type: none"> Claims for uncovered services Preauthorization Penalties Charges that exceed the eligible charge 	\$2,000	\$4,000
Family Coverage Out-of-Pocket Expense (OPX) Limit	\$4,000	\$8,000

Physician Services

Physician Office Visits One copayment per day when you receive services from a Family Practice, Internal Medicine, OB/GYN, or Pediatrician. Surgeries, therapies and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance, including mental health and substance abuse services.	\$25 Copay	80% after deductible
Specialist Office Visits One copayment per day when you receive services from a specialist. Surgeries, therapies and certain diagnostic procedures performed in a physician's office may be subject to the deductible and/or coinsurance.	\$50 Copay	80% after deductible
Vision Exams Vision screenings and examinations for determining the refractive state of the eyes are covered. No materials are covered under this benefit.	\$40 Copay	not covered
Preventive Care Services that have a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force ("USPSTF"). Includes benefits for routine physical examinations, well child care and routine diagnostic tests including, but not limited to: PSA, Pap Smear, Bone Density, and Colonoscopy. Health Education and Counseling services including, but not limited to: Smoking Cessation and Obesity.	100%	80% after deductible
Maternity Services Copayment applies to first prenatal visit (per pregnancy). All other maternity physician covered services are paid the same as Medical / Surgical Services.	\$25 Copay	80% after deductible
Medical / Surgical Services Coverage for surgical procedures, inpatient visits therapies, allergy injections or treatments, and certain diagnostic procedures as well as other physician services	100% after deductible	80% after deductible

Hospital Services

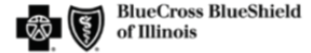
Inpatient Hospital Services Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice, including mental health and substance abuse services. Room allowances based on the hospital's most common semi-private room rates.	100% after deductible	80% after deductible
Outpatient Hospital Services Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, x-ray, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center, including mental health and substance abuse services. Routine mammograms performed in an in-network outpatient hospital setting are payable at 100%, no deductible will apply.	100% after deductible	80% after deductible
Outpatient Emergency Care (Accident or Illness) Emergency Medical and Emergency Accident. Applies to both in- and out-of-network emergency room visits. The per-occurrence is waived if the member is admitted to the hospital.	\$200 Copay, then 100% Ambulance Transportation \$100 per transport	

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Champaign County PPO Plan

\$2,000 Deductible, \$2,000 OPX \$25 OV

Effective January 1, 2019



BENEFIT HIGHLIGHT

PPO Network

Additional Services

Muscle Manipulation Services

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.

- Maximum of 30 visits per calendar year

PPO
(In-Network)

100% after deductible

Non-PPO
(Out-of-Network)

80% after deductible

Therapy Services – Speech, Occupational and Physical

Coverage for services provided by a physician or therapist.

100% after deductible

80% after deductible

Temporomandibular Joint (TMJ) Dysfunction and Related Disorders

100% after deductible

80% after deductible

Other Covered Services

- Private duty nursing (Please refer to Certificate for details)
- Artificial limbs and other prosthetic devices
- Blood and blood components
- Skilled Nursing
- Ambulance services
- Orthotic appliances
- Prosthetic appliances
- Medical supplies

100% after deductible

80% after deductible

Prescription Drug Card

Prescription Drug benefit paid at 100% after co-payment at participating pharmacy. CVS (including CVS inside a Target Store) and Doc's Drugs are not covered pharmacies under this BCBS Plan.

Benefits at a non-contracting pharmacy are covered at 75% of the amount that would have been paid at a contracting pharmacy minus the appropriate copayment amount.

Mail Order Prescription Drug Program – provides up to a 90-day supply of maintenance drugs used on a continuous basis for treatment of chronic health conditions.

- * \$7 copay for generic drugs
- * \$25 copay for preferred brand drugs
- * \$50 copay for non-preferred brand drugs
- * \$100 copay for specialty drugs

Mail Order: 2X retail copay, 90-day supply maintenance drugs (specialty drugs not available thru mail order)

To Locate a Participating Provider: Visit our Web site at www.bcbsil.com/providers and use our Provider Finder® tool. Search the network named Participating Provider Option (PPO).

****This is a general summary of your benefits.** Please refer to your Summary of Benefits and Coverage (SBC), or you may request a copy of the policy or plan document by calling Customer Service, for additional details and a description of the plan requirements and benefit design. This plan does not cover all health care expenses. Please carefully review the plan's limitations and exclusions.

Out of network benefits are subject to maximum allowable charge limitations which will limit the amount of charges that will be allowed or considered to be eligible to be paid. This means that generally less than the full amount of the charge will count toward the out of network deductible and less than the full amount of the charge will be covered at the out of network coinsurance limit. Members will be responsible for the differences between the allowed amount and the amount (if any) that the insurance plan will pay.

APPENDIX D - AGREEMENT ON JOINT HEALTH INSURANCE COMMITTEE

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 I. Attachment I 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 J 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 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 (710 ILCS 51 | 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.

The remainder of the Agreement shall remain unaffected. Each Party represents and warrants to the other that their respective undersigned representatives are fully authorized to enter into and bind it to the terms of the Agreement.