

AGREEMENT

BETWEEN

**THE CHAMPAIGN COUNTY CIRCUIT CLERK**

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 31, AFL-CIO  
ON BEHALF ON LOCAL 900

**COLLECTIVE BARGAINING AGREEMENT**

**January 1, 2022 through December 31, 2024**

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## **PREAMBLE**

This Agreement entered into by the Champaign County Circuit Clerk, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local 900, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union and the establishment of wages, hours, terms and conditions of employment.

## **ARTICLE I** **RECOGNITION**

### **Section 1.01**

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment, as defined and limited by the Illinois Public Labor Relations Act, for all regular full-time employees of the Champaign County Circuit Clerk in the classifications included in the unit by The Illinois State Labor Relations Board Certification of Representative dated June 2, 1997, in Case No. S-RC-97-64, to-wit: All full-time employees in the positions of Legal Clerk, Senior Legal Clerk, Deputy Circuit Clerk, Account Clerk, Supervisor, Application Administrator, and Intermediate Account Clerk employed by the Circuit Clerk of Champaign County; and also regular full-time and part-time employees of said Department hired or transferred into newly-created classifications performing the work of the classifications enumerated herein.

### **Section 1.02**

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



**ARTICLE II**  
**NO STRIKES OR LOCKOUT**

**Section 2.01**

During the term of this Agreement, there shall be no work stoppages, slow downs or stoppages. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities. Any employee who violates the provisions of this section shall be subject to discipline up to and including discharge by the Employer. No lockout of employees shall be instituted by the Employer or its representatives during the term of this Agreement.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

**Section 3.01**

The management of the operations of the Employer, the manner of exercise of its statutory functions, the determination of its policies, budget, and direction of its workforce, including, but not limited to, the right to hire, promote, allocate, assign, determine staffing levels, and direct employees; to discipline, suspend and discharge for just cause, to relieve employees from duty due to lack of work or other legitimate reasons; to determine the existence of a work shortage; to make and enforce reasonable job rules and regulations and to enforce penalties for their violations; to determine the departments, divisions and sections and work to be performed therein; to determine quality and productivity standards; to determine the number of hours of work, shifts to be worked, shifts per week and starting time of shifts; to establish and change work schedules and assignments; to determine, modify and/or adjust job requirements, to introduce new, different or improved methods of operation; and to maintain the efficiency of the workforce, is vested exclusively in the Employer provided the exercise of such rights of management does not conflict with the provisions of this Agreement. Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. (The listing of the specific

rights in the Agreement is not intended to be, nor shall be restrictive of, or a waiver of any of the rights of management.)

**ARTICLE IV**  
**UNION RIGHTS**

**Section 4.01**

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

The Employer reserves the right to designate a meeting place or to provide a representative to accompany the AFSCME Staff Representative where operational requirements do not permit unlimited access.

**Section 4.02**

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

**Section 4.03**

Employees shall be paid for scheduled working hours lost when required or entitled as a Union steward, witness or grievant, to investigate grievances or work-place related complaints, and to attend the following: grievance meetings with the Employer, arbitration hearings and meetings called or agreed to by the Employer. Time spent in such meetings outside an employee's regular working hours will be without pay.

#### **Section 4.04**

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

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

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

#### **Section 4.05**

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

#### **Section 4.06**

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

#### **Section 4.07**

For purposes of explaining the mechanics of the Collective Bargaining Agreement and the benefits of Union membership, the Union, following notice to the Employer, shall conduct a one (1) hour Union orientation with all new bargaining unit employees within two weeks of the first day of work or at a mutually agreed to later date. Said orientation will be held in the courthouse during working hours, without loss of pay for the new employees or Union representative.

### **ARTICLE V** **CHECKOFF**

#### **Section 5.01**

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

- a) Union membership dues, assessments, or fees;
- b) Union-sponsored benefit programs;
- c) PEOPLE deductions.

#### **Section 5.02**

Upon notification from the Union of an appropriate written authorization from an Employee, such authorized deductions shall be made in accordance with the law and shall be remitted biweekly to the Union at the address designated in writing to the Employer by the Union.

The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

**Section 5.03**

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

**Section 5.04**

The Employer shall rely on the information provided by the Union regarding whether deductions are properly authorized, revoked, canceled, or changed. The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, liability, damages and costs of defense, including reasonable attorneys' fees, arising from any action taken by the Employer in complying with this Article.

**Section 5.05**

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

**ARTICLE VI**  
**HEALTH AND SAFETY / LABOR MANAGEMENT CONFERENCES**

**Section 6.01**

The Employer agrees, to the best of her ability, to provide employees with a reasonably safe and healthy working environment in her office. The parties understand that the Circuit Clerk's offices are in the Champaign County Courthouse grounds and that certain issues are controlled by the Champaign County Board. Therefore, the parties agree that only those issues within the practical and financial control of the Circuit Clerk shall be addressable within the context of this Article. The Employer agrees to enforce and continue implementation of applicable laws governing health of employees during the hours of their employment. All employees shall comply with all reasonable safety rules and regulations established by the Employer.

**Section 6.02**

Subject to the provisions of 6.01, where a clear and present danger exists, the Union or employees may initiate a grievance at the final step of the grievance procedure preceding arbitration.

**Section 6.03**

At mutually agreeable times the parties will have joint Health and Safety Committee meetings and Labor Management Committee meetings upon request, but not more than a total of six (6) such meetings per year, on work time without loss of pay to the bargaining unit members. The Union's committees will consist of two (2) representatives who are included in this bargaining unit. If the Union considers it appropriate to include more than two (2) bargaining unit members at a meeting, such a meeting shall be scheduled after the close of business at a mutually convenient time on a non-pay basis. Each party will submit proposed agenda items two work days prior to the meeting. With respect to the Health and Safety Committee, the Employer will discuss the committee's concerns and present those concerns, in writing, to the appropriate Champaign County Board Committee with a copy to committee members.

**Section 6.04**

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

**ARTICLE VII**  
**PROBATIONARY EMPLOYEES**

**Section 7.01**

A new (either full or part-time) employee entering the employ of the Employer for the purposes of filling a job covered by this Agreement shall be subject to a probationary period of six (6) months continuous service to determine his/her ability and fitness for the work.

The Employer shall have the sole right to determine his/her suitability during such probationary period. The Employer shall give the probationary employee an evaluation no later

than five (5) months into his/her employment. If appropriate, the Employer shall have the sole and exclusive right to extend the probationary period for a period not to exceed one (1) month. The employee will not have or accumulate seniority during the probationary period. The right to discharge, discipline or rehire an employee during the initial probationary period or extension thereof, shall be vested exclusively with the Employer, and may not be the subject of grievance.

While probationary employees may not file discipline grievances, they may file grievances alleging a violation of a specific clause of the collective bargaining agreement when the violation results in a denial or reduction of the probationary employee's compensation or paid time off.

#### **Section 7.02**

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

### **ARTICLE VIII** **SENIORITY, JOB BIDDING, PROMOTION AND TRANSFERS**

#### **Section 8.01**

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

#### **Section 8.02**

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

- (1) he/she voluntarily terminates his/her employment;
- (2) he/she is absent from work for three (3) consecutive days without notifying the

Employer, although absence without notification for any period may be cause for discipline, up to and including discharge;

- (3) he/she is discharged for cause;
- (4) he/she has been laid off for a period equal to his/her seniority as defined above;
- (5) he/she does not notify the Employer of his/her intention to return to work within five (5) calendar days after notification of recall from layoff is mailed, by certified mail, to his/her last address known to the Employer, or she does not return to work within ten (10) calendar days of the date after notification of recall was mailed; or
- (6) he/she retires.

### **Section 8.03 – Promotion/Transfer**

Whenever a job vacancy occurs (which for the purposes of this Article shall also mean job site, particular hours of work and the associated lunch period), other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be emailed to all Circuit Clerk employees, who shall have ten (10) working days in which to apply. During this period, all employees who wish to apply for the vacant job, including employees on layoff, may do so. An employee receiving a promotion shall receive a ten (10%) percent increase in salary or increase to the new salary minimum, whichever is greater.

### **Section 8.04 – Selection**

All job openings, with the exception of the Supervisor classification, will be awarded to the most senior qualified person that bids. The Supervisor position will be filled at the Employer's discretion. With the exception of the Supervisor positions, an outside applicant will not be hired unless no current employees who are qualified for the position have submitted applications.

### **Section 8.05 – Temporary Vacancies**

Temporary vacancies are defined as job vacancies that may periodically develop in any job



classification that do not exceed thirty (30) days. Job openings that recur on a regular basis and/or that remain open more than fifteen (15) days at a time shall not be considered temporary job openings.

#### **Section 8.06**

An employee promoted or laterally transferred to a new job classification shall serve a qualifying period of six (6) months. The Employer shall have the sole right to determine the employee's qualification and ability during such qualifying period, and, in its sole discretion, may transfer the employee to his/her previous job classification during the qualifying period. Such transfer shall not be the subject of a grievance. Employee requests to transfer back to his/her previous job classification must be made in writing within thirty (30) days after promotion or transfer, and will be reviewed by the Employer on a case by case basis based upon the operational needs of the entire office. Every effort will be made to allow the employee to return to his/her previous position. If the employee's request to transfer back to his/her previous position is denied, the Employer will provide the employee with a written statement outlining the basis for the denial of the request.

#### **Section 8.07**

Notwithstanding the paragraphs above, the Circuit Clerk may hire help paid out of the temporary help budget line provided this does not reduce the number of full-time Union positions. Temporary positions other than FMLA and extended leave without pay shall be limited to the maximum number of hours the employee may work without qualifying for IMRF.

#### **Section 8.08**

The Employer agrees to post/make available to all employees the job duties of all bargaining unit positions in the Circuit Clerk's office. In addition, when the Employer has advance knowledge of a vacancy, the Employer agrees to provide training to the most senior employee that expresses an interest in the vacancy prior to the position becoming vacant.

**ARTICLE IX**  
**LAYOFF AND RECALL**

**Section 9.01**

A layoff is defined as a decrease of the existing work force or an abolishment of an existing position. Layoff shall be by position classification. Employees shall be laid off in inverse order of seniority, unless the remaining employees after the layoff would not be qualified and capable of performing the work normally required of the classification. Laid off employees, within five (5) working days, may exercise seniority rights with respect to any other position classification, provided the employee has the ability to perform the work of the employee who is to be displaced by him/her. Such displaced employee shall then be subject to the provisions of this article.

**Section 9.02**

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

**Section 9.03**

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

**Section 9.04**

When a vacancy occurs in the bargaining unit, employees shall be recalled in the inverse order in which they were laid off. An employee's right to recall shall be for a period of twenty-four (24) months. The employee shall retain and accumulate seniority during such layoff.

**Section 9.05**

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

**ARTICLE X**  
**SUBCONTRACTING**

**Section 10.01**

No work customarily or consistently performed by employees in this bargaining unit shall be given to any contractor or subcontractor when such action would result in the layoff or loss of regular hourly wages of working bargaining unit employees. This provision shall not limit the Employer from contracting or subcontracting as it has in the past, and contracting or subcontracting special projects, emergency work, or projects requiring special equipment or manpower, which may involve bargaining unit work. When it is foreseeable that the temporary bargaining unit work referenced above will become available, prior to subcontracting, the Employer will take reasonable steps to offer such work to qualified bargaining unit employees on layoff. The use of volunteers and unpaid interns will not be limited by this Agreement.

**ARTICLE XI**  
**JOB SHARING**

**Section 11.01 – Time Period and Approval**

Job sharing may be allowed for a specific period of time, not to exceed one (1) year, and only upon written approval by the Circuit Clerk. All requests shall be made in writing to the Circuit Clerk by the employee requesting his/her position be shared and shall include the amount of time the employee proposes to share the position and the time period requested. Requests will be

reviewed on a case-by-case basis based upon operational needs of the office; the ultimate decision is in the sole discretion of the Circuit Clerk.

#### **Section 11.02 – Compensation**

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

#### **Section 11.03 – Health Insurance**

Eligibility for health insurance benefits of employees sharing a job under this Article will be determined by the position. If the individual filling the position prior to the job sharing was eligible for health insurance benefits, those employees sharing the position may be eligible for health insurance as follows. Employees sharing a job pursuant to this Article will be eligible for health insurance benefits pro-rata based on the number of hours worked by the two (2) employees sharing the position. The County will pay only that amount of health insurance benefit it would have paid had one person been holding the position. Any additional premium or cost will be the responsibility of the individual(s) sharing the position and requesting health insurance.

#### **Section 11.04 – Accrual of Seniority**

A full-time employee who is approved for job sharing will accrue seniority during the period of time for job sharing approved by the Circuit Clerk.

#### **Section 11.05 – Accrual of Leave**

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

### **Section 11.06 – Employment at Conclusion of Job Sharing**

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

## **ARTICLE XII** **GRIEVANCE PROCEDURE**

### **Section 12.01 – Definition and Procedure**

A grievance is defined as a difference of opinion raised by the Union, involving the meaning, interpretation, or application of this Agreement. No grievance shall be entertained or processed unless it is submitted within the time frame provided in Step 1 below, or within ten (10) working days after the employee or the Union should have become aware of the occurrence of the event giving rise to the grievance. No employee or steward shall leave her work to investigate, file, or process a grievance without first notifying and making mutual arrangements with her supervisor, and such arrangements shall not be denied unreasonably. Time spent in such activities shall be reasonable and without loss of pay. The investigation, filing and processing of grievances shall primarily be the responsibility of the steward.

### **Section 12.02 – Stewards**

The Union will advise the Employer in writing of the names of the stewards. An employee grievance shall be processed in the following manner:

### **Section 12.03 – Grievance**

Step 1 - The Union or any employee shall submit the grievance within ten (10) working days to the Chief Deputy or designee. He/she shall give his/her written answer within ten (10) working days after such presentation. The Employer shall notify the Union of the appropriate

designee for purposes of receiving a grievance. However, the designee need not be the management representative who responds on management's behalf relative to said grievance.

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

#### **Section 12.04 – Arbitration**

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

#### **Section 12.05 – Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. She shall consider and decide only the specific issue(s)

submitted to her in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way, applicable state or federal laws. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination has been made that the matter is arbitrable, the arbitrator shall then proceed to hear the merits of the dispute; however, a final award on the merits of the dispute shall not be rendered until a decision is made that the dispute is arbitrable. The arbitrator's determination with respect to arbitrability shall be subject to reversal only if the reviewing authority, i.e. a court of competent jurisdiction, finds it to be without reasonable basis. The arbitrator shall submit, in writing, her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Subject to an appeal to a court of competent jurisdiction, the decision of the arbitrator shall be final and binding on the Employer, the Union and the employee(s).

#### **Section 12.06 – Expenses of Arbitration**

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

#### **Section 12.07 – Time Limit for Filing**

The time limit in each step may be extended by mutual written agreement of the Employer and Union representatives involved in each Step. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered withdrawn.

The term "working days," as used in this article, shall mean the days when employees covered by this Agreement are scheduled to work.

**Section 12.08 – Miscellaneous**

By mutual agreement of Employer and Union, grievances may be filed at the appropriate advanced Step. Grievances may be withdrawn at any time. By such withdrawal, the facts giving rise to the grievance will be withdrawn without prejudice; and the applicable issue of contract interpretation will be withdrawn without prejudice.

**ARTICLE XIII**  
**DISCIPLINE AND DISCHARGE**

**Section 13.01**

The Employer shall have the right to discipline or discharge any post-probationary employee with just cause. Discipline will be issued within ten (10) working days after: (1) the Employer is aware of the incident giving rise to the discipline; and (2) has completed its investigation. An employee may be placed on administrative leave pending determination of possible discipline. Notwithstanding the above, the Employer is deemed to have complied with the ten (10) working day time limit in cases where an employee is charged with a felony, misdemeanor or ordinance violation, providing the discipline is issued within ten (10) working days after the Employer becomes aware of the resolution of the case.

**Section 13.02**

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

Oral warning or reprimand;

Written reprimand;



Suspension (written notice to be given);

Discharge (written notice to be given).

Written or verbal counseling is not a form of discipline.

### **Section 13.03**

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

### **Section 13.04**

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

### **Section 13.05**

An employee shall be entitled to the presence of union representation at an investigatory or disciplinary interview. Union representation may include up to two representatives. If the union considers it appropriate to include more than two representatives the meeting shall be scheduled after the close of business at a mutually convenient time on a non-pay basis. The Employer will notify the employee of the right to union representation before the interview begins.

### **Section 13.06**

Any documented oral warning or reprimand will be removed from the employee's file after one (1) year, if there has been no recurrence of the type or kind of conduct giving rise to the oral warning or reprimand. Any documented written reprimand will be removed from the employee's file after three (3) years, if there has been no recurrence of the type or kind of conduct giving rise to the warning.

**ARTICLE XIV**  
**HOLIDAYS**

**Section 14.01**

The following are paid holidays for eligible employees as appearing in the Chief Judges' contract/schedule:

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

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

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

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

Eligible employees who do not work a holiday shall receive holiday pay computed at their regular straight-time hourly rate of pay for the number of hours they are normally and regularly scheduled to work immediately prior to the holiday, not to exceed eight (8) hours. Employees who work on a holiday shall receive holiday pay computed at their regular straight-time hourly rate of pay for the number of hours worked; but in no event shall holiday pay be less than the regular

straight-time hourly rate of pay for the number of hours they are normally and regularly scheduled to work immediately prior to the holiday, not to exceed eight (8) hours. In addition to holiday pay, for each hour worked on a holiday, eligible employees shall receive two (2) times their straight-time hourly rate of pay immediately prior to the holiday, not to exceed eight (8) hours.

**ARTICLE XV**  
**VACATION**

**Section 15.01**

Employees with less than five (5) years seniority shall earn ten (10) working days vacation annually at a proportionate rate per pay period.

Employees with more than five (5) years and less than ten (10) years seniority shall earn fifteen (15) working days vacation annually at a proportionate rate per pay period.

Employees with more than ten (10) years of seniority shall earn twenty (20) working days vacation annually at a proportionate rate per pay period.

Employees with more than fifteen (15) years of seniority shall earn twenty-one (21) working days vacation annually at a proportionate rate per pay period.

Employees with more than twenty (20) years of seniority shall earn twenty-two (22) working days vacation annually at a proportionate rate per pay period.

Employees with more than twenty-five (25) years of seniority shall earn twenty-five (25) working days vacation annually at a proportionate rate per pay period.

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

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

**Section 15.02**

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

### **Section 15.03 – Vacation Sign Up**

Once each year in November employees will be given thirty (30) days to sign up for vacations for the following calendar year. No later than December 31 vacations shall be granted, subject to operational need, by seniority.

After the annual thirty (30) day period for vacation sign-up, requests will be granted, subject to operational need, on a first-come-first-served basis. Requests should be made as far in advance as possible, but usually at least five workdays in advance of the requested vacation period. Generally the Employer shall respond to vacation requests within five workdays of the submission of the request. In the event of conflicting requests submitted the same day, seniority shall govern. Once an employee's vacation request has been approved, he/she cannot be bumped by a more senior employee requesting the same days off for vacation. In the case of an emergency, vacations may be canceled and rescheduled in advance of their being taken.

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

Upon resignation or termination, including dismissal or reduction in force, an employee is entitled to all his/her unused vacation time.

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

### **Section 15.04 – Reserve**

Vacation days placed in reserve prior to December 11, 2004 do not count toward maximum accrual. Vacation days accumulated later may not be placed in reserve. Vacation days placed in reserve do not count toward maximum accrual. Vacation days in reserve may be sold back pursuant to Section 29.03 (Final Paychecks), Article XVIII or used under the same terms as vacation days not in reserve. Unless an employee designates otherwise, a vacation day will only be counted against days in reserve if the employee has no other accrued vacation time to use.

**Section 15.05 – Maximum Accumulation of Vacation**

Vacation accumulation will be capped at a maximum of two (2) year’s accumulation. For example: if an employee earns four (4) weeks’ vacation a year, the maximum he/she could have on the books at one time would be eight (8) weeks. Any time earned after the two (2) year maximum will be forfeited. As long as employees keep their maximum below the two (2) year total, they will not stop accumulating vacation.

**ARTICLE XVI**  
**PERSONAL DAYS**

**Section 16.01**

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

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

No personal leave shall be taken prior to successful completion of a six-month probationary period. Minimum charge against personal leave shall be in fifteen (15) minute increments. The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave, provided, however, that prior approval for the requested leave must be obtained. Approval will not be arbitrarily withheld.

**Section 16.02**

Effective on the employee's anniversary date after December 1, 2004, unused personal days shall no longer be carried over from one year of employment to the next. Any unused personal time granted prior to the effective date of this contract shall be carried until the employee's next anniversary date after December 1, 2004. On each employee's anniversary date between December 1, 2004 and November 30, 2005, any unused personal leave shall be placed in the vacation reserve

account provided in Article XV, and used as vacation time, or sold back at the termination of employment, under the terms and conditions of that Section.

**ARTICLE XVII**  
**VACATION AND PERSONAL LEAVE BUY BACK PLAN**

**Section 17.01**

Employees are awarded vacation in an effort to encourage them to take time away from work and spend it for their personal well being, which helps them, their families and their employer. Employees shall not have the right to sell unused vacation time back to the Employer, with the following exception:

- a) Upon resignation or termination, including dismissal or reduction in force, an employee is entitled to be paid for all unused accrued vacation time and personal leave, including reserve, at one hundred percent (100%) of his/her current hourly rate.

**ARTICLE XVIII**  
**SICK LEAVE**

**Section 18.01**

Employees covered hereunder shall earn paid sick leave of ten (10) days per year at a proportionate rate per pay period during the first ten (10) years of their employment, and a rate of twelve (12) days per year thereafter. Maximum accumulation of sick leave is one hundred thirty-five (135) days. Sick leave may be used for illness, disability, injury, medical or dental appointments of the employee or an employee's husband, wife, domestic partner/ civil union partner, mother, father, children, and brother or sister, if the brother or sister resides in the employee's household, or other members of the employee's household. Such days may be used in increments of fifteen (15) minutes at a time.

**Section 18.02**

Employees utilizing sick leave shall notify their supervisor of the necessity for sick leave

as soon as practicable, and the approximate length of absence required when possible. The Employer shall respond to sick leave requests as soon as practicable. The Employer shall have the right to reject the claim for sick leave. The Employer shall have the right to make such investigation of absences due to sick leave as it may deem necessary, and may require an employee to furnish evidence of the illness, disability or injury. If furnishing such evidence involves cost to the employee, and if such evidence verifies that the employee was not abusing their sick leave, then the Employer shall pay the cost of furnishing the additional evidence.

#### **Section 18.03**

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

#### **Section 18.04**

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

#### **Section 18.05**

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

**Section 18.06**

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

**ARTICLE XIX**  
**FAMILY & MEDICAL LEAVE**

**Section 19.01**

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

**Section 19.02**

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

**Section 19.03**

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

**Section 19.04**

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

**Section 19.05**

Any violation of the FMLA, County Policy, or of any state laws, or their respective implementing regulations relating to family and medical leave, shall be subjected to the grievance and arbitration provisions of this Agreement. Any remedies provided for in federal and state laws



as well as remedies provided for under this Agreement shall be applicable for any violations of these laws.

**Section 19.06**

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

**Section 19.07**

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

**Section 19.08**

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

**Section 19.09**

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

**ARTICLE XX**  
**EXTENDED LEAVE OF ABSENCE WITHOUT PAY**

**Section 20.01**

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

**Section 20.02**

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

**Section 20.03**

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

**Section 20.04**

A Leave of Absence without pay for a fixed period not to exceed one (1) year may be granted to an employee at the sole discretion of the Circuit Clerk. Requests will be reviewed on a case by case basis based on the operational needs of the office and will not be considered to establish past practice. The Circuit Clerk will respond to the request for leave within seven (7) working days of the date he/she receives the request for leave.

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

Should the employee need to extend the LOA, the employee shall notify the Circuit Clerk in writing of this request as soon as he/she becomes aware of the need for an extended LOA, and at least seven (7) work days prior to the end of the leave already granted. The written request shall contain the reason and expected length of the absence. Provided that the employee submits a

timely request for an extension, the Circuit Clerk will mail the employee written confirmation or denial of the leave; however, in the absence of such written confirmation of a leave extension it shall be presumed that the extension is denied and the employee requesting the extension who fails to act accordingly shall be subject to the provisions of the following paragraph.

An employee who does not report for work at the end of an approved Leave of Absence or any extension thereof shall be deemed to have resigned as of the date of the employee's next scheduled work day after the expiration of the LOA.

#### **Section 20.05**

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

The employee remains responsible for payment of any additional individual or dependent coverage premiums for health insurance or payment for Health Maintenance Organizations premiums while on an approved Leave of Absence.

#### **Section 20.06**

The Circuit Clerk shall provide copies of an approved LOA which include the various terms and conditions of the leave to the following:

- A. Employee
- B. County Administrator
- C. Auditor's Office

### **Section 20.07**

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

### **Section 20.08**

The Circuit Clerk may fill a position that is vacant due to an employee being on an approved LOA with a temporary employee if sufficient funds are budgeted in the appropriate temporary line item.

### **Section 20.09**

Although the Leave of Absence policy is designed to be flexible enough to accommodate most specific situations, there will be occasions that require techniques or solutions outside the established guidelines. The approval of an extended Leave of Absence maintains length of service credits. However, Employer paid health insurance benefits will not be provided if a Leave of Absence is approved or extended to an employee for a period longer than five (5) months. An employee on an approved LOA will be allowed to maintain his/her health insurance benefits for a period of up to one year at his/her cost. The employee's health insurance premiums must be paid either through payroll deduction, or by direct payment by the employee to the County at the same time as it would be made if by payroll deduction.

### **Section 20.10**

A Leave of Absence necessitated by a work related injury will be granted as a right under Article XX. 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 20.11**

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

**ARTICLE XXI**  
**MILITARY LEAVE**

**Section 21.01**

Any employee may take a leave of absence without pay for active or reserve duty with a military unit of the United States or the State of Illinois. The employee shall give at least two (2) weeks notice to the Circuit Clerk or Chief Deputy except in declared emergencies.

**ARTICLE XXII**  
**BEREAVEMENT**

**Section 22.01**

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

**Section 22.02**

Full-time and part-time employees shall be granted bereavement leave with pay for missed scheduled working hours for three (3) consecutive workdays following the death of a step-parent, step-son or step-daughter other than as defined in 22.01; grandparent; step-brother; step-sister; brother-in-law; sister-in-law; mother-in-law; father-in-law, son-in-law, or daughter in-law.

**Section 22.03**

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

**Section 22.04**

If bereavement leave is required other than as granted in Sections 22.01 through 22.03, up to five (5) additional days may be charged to leave without pay or accrued personal leave or vacation leave. Approval of additional leave under this Article shall not be withheld.

**ARTICLE XXIII**  
**JURY AND WITNESS LEAVE**

**Section 23.01**

Any employee who is called for jury duty shall be excused from work for the days served. The employee shall receive the normal rate of pay for each day of jury duty for which the employee 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 shall be retained by the employee.

**Section 23.02**

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

In addition to the above, an employee who appears as a petitioner in a domestic violence proceeding shall not lose pay for time spent in court to obtain relevant court orders or injunctions.

**Section 23.03**

Time served under this Article shall be so noted by employees on their time cards.

**ARTICLE XXIV**  
**TRAINING**

**Section 24.01**

The Circuit Clerk may approve a leave for employee training on subject matter directly related to the employee's job. The training may consist of a training seminar or conference of two (2) weeks duration or less or a course for college credit of up to three (3) semester hours. The employee attending the training will receive his/her normal salary and reimbursement for expenses incurred and the County will pay the registration fee. The Circuit Clerk may approve an absence to attend any training seminar or conference lasting more than two (2) weeks or a course for college credit of more than three (3) semester hours credit or the equivalent. If the Circuit Clerk's approval is obtained in advance, when classes are taken outside of work hours, reimbursement will be for tuition and preapproved expenses only.

**Section 24.02**

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

**ARTICLE XXV**  
**HAZARDOUS WEATHER DAYS**

**Section 25.01**

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

### **Section 25.02**

An employee will not be required to forfeit a day's pay during times of natural disaster when, by order of the Sheriff, the County office building in which he/she works is closed.

### **Section 25.03**

If the County office building in which an employee works is not declared to be closed and the employee is unable to arrive at work, the employee may:

- 1) utilize a Personal Leave Day;
- 2) utilize a vacation day;
- 3) have a day's salary deducted from his/her next pay check;
- 4) make arrangements with her/his Department head or Elected Officer to take a one-half (1/2) hour lunch, with mutual agreement of the employee and Employer, to compensate for those hours missed;
- 5) utilize whatever other applicable benefit time as may be available to the employee under the terms of this Agreement.

### **Section 25.04**

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

## **ARTICLE XXVI** **HOURS OF WORK**

### **Section 26.01**

Work hours shall be from 8:00 A.M. to 4:30 P.M., Monday through Friday, except as provided below. Work hours which deviate from the above-stated hours may be set by individual departments in the sole discretion of the Employer. However, the current working hours for employees of this bargaining unit shall not be temporarily altered without fourteen (14) days advance notice. A temporary alteration of working hours is defined as a change of 21-90



consecutive days. The current working hours for employees of this bargaining unit shall not be permanently altered without thirty (30) days advance notice. A permanent alteration of working hours is defined as a change of more than 90 consecutive days.

#### **Section 26.02**

Each employee shall have a meal break during work hours for one hour. Subject to supervisory approval, up to four (4) times per calendar year an employee may flex 30 minutes of their one (1) hour lunch period for use within the next business day. This time can be used instead of paid time off for coming in late, leaving early, or coming back late from lunch.

#### **Section 26.03**

Employees working between thirty-seven and one-half (37 1/2) and forty (40) hours per week shall be allowed two (2) fifteen (15) minute breaks in a full day. The first break is during the first half of the day and the second break is during the second half. Part-timers shall be given a break after three and one-half (3 1/2) hours work. Work breaks may be scheduled by the Department Head or Supervisor.

#### **Section 26.04 – Flextime**

Work hours can be adjusted by mutual consent between the Employer or its designee and the affected employee within the employee's workweek, whereby normal workdays can be lengthened or shortened for periods of time mutually agreed upon by the employee or his or her Department Head or his/her designee, and overtime will not be paid. It is expressly understood that either the employee or the Department Head or his/her designee will have the absolute right to refuse consent or approval for flex time without reprisal. Grievances shall be limited to disparate treatment within the Department.

#### **Section 26.05 – Mileage Reimbursement**

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

**ARTICLE XXVII**  
**OVERTIME**

**Section 27.01 – Rate of Pay**

Any employee required to work more than forty (40) hours in a week shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate for all hours over forty (40) worked in that week, or receive compensatory time off at the rate of one and one-half (1 ½) hours for each hour worked in excess of forty (40) in the week.

**Section 27.02 – Assignment of Overtime**

Overtime will be distributed on a voluntary basis taking into account prior overtime work and seniority, in that order, of all employees qualified to perform the overtime work required. Overtime will be offered to qualified bargaining unit employees prior to non- bargaining unit employees. If there are no volunteers, the Employer can assign overtime in reverse seniority order of those employees who are qualified to perform the work. However, overtime necessary to complete a task at the end of the normal working hours (carry-over) will be performed by the employee who began the task.

**Section 27.03 – Compensatory Time Off**

- A. Those employees normally scheduled to work 37.5 hours per week shall earn compensatory time on an hour-for-hour basis up to forty (40) hours worked per week.
- B. Compensatory time for hours worked in excess of forty (40) per week will be accumulated at the rate of one and one-half (1 1/2) times per hour worked.
- C. An employee may accumulate up to sixty (60) hours of compensatory time.
- D. Compensatory time earned over sixty (60) hours will be paid in the paycheck it was earned as overtime. Compensatory time off will be allowed to be taken with the prior approval of the Department Head or his/her designee. A maximum of one workweek of compensatory time off may be taken off consecutively.

**Section 27.04**

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

**Section 27.05**

Notwithstanding the foregoing, the Employer will continue to pay employees for overtime work at the employee's regular hourly rate for hours over 37.5 and up to 40 in a week, and one and one-half (1 ½) times the employee's regular hourly rate for hours over 40 in a week, when funds are available to do so. If at any time the Employer determines that funds are not available to pay overtime, employees will be compensated for overtime in the form of compensatory time as provided in this Article.

**ARTICLE XXVIII**  
**WAGES**

**Section 28.01**

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

<b>Grade</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b><u>FY2022</u></b>				
Minimum	<u>\$15.48</u>	<u>\$16.41</u>	<u>\$17.59</u>	<u>\$19.39</u>
Maximum	<u>\$20.91</u>	<u>\$24.61</u>	<u>\$26.40</u>	<u>\$29.09</u>

<b>Grade</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b><u>FY2023</u></b>				
Minimum	<u>\$16.01</u>	<u>\$16.97</u>	<u>\$18.19</u>	<u>\$20.05</u>
Maximum	<u>\$21.62</u>	<u>\$25.45</u>	<u>\$27.30</u>	<u>\$30.08</u>

<b>Grade</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b><u>FY2024</u></b>				
Minimum	<u>\$16.44</u>	<u>\$17.43</u>	<u>\$18.68</u>	<u>\$20.59</u>
Maximum	<u>\$22.20</u>	<u>\$26.13</u>	<u>\$28.03</u>	<u>\$30.89</u>

**Section 28.02**

**FY2022** – All Employees shall receive the greater of either the new salary range minimum or a 5.5% wage increase, retroactive to January 1, 2022.

**Section 28.03**

**FY2023** – All Employees shall receive a wage increase of 4.0% on January 1, 2023.

**Section 28.04**

**FY2024** – All Employees shall receive a 4.0% wage increase on January 1, 2024.

**Section 28.05**

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

**ARTICLE XXIX**  
**PAYCHECKS, PAYCHECK ERRORS AND DEDUCTIONS**

**Section 29.01 – Paychecks**

Payroll periods end every other Saturday night at 12:00 midnight and pay periods begin at 12:01 A.M. on Sunday morning. Employee pay direct deposits are issued on the first Friday following the end of a pay period. Departments are notified by email when direct deposit pay stubs are electronically distributed. All deductions from an employee's gross pay and accumulated benefit hours are documented on the electronic pay stub for each pay period. Employee's accrual and utilization of benefit hours are available to employees in the payroll system (i.e. Kronos) at all times. All Employees shall enroll in direct deposit.

**Section 29.02 – Paycheck Errors**

Any paycheck error should be referred to the employee within the department who

regularly prepares the payroll. Corrections will be made no later than the following pay period with the approval of the Department Head.

**Section 29.03 – Final Paychecks**

Terminating employees will receive payment for accrued vacation/personal leave and unused compensatory time (in the case of non-exempt employees) in a lump sum with the regular bi-weekly paycheck for the final pay period worked. The rate of payment for unused compensatory time shall be based upon the average regular rate received by the employee during the last three (3) years of the employee's employment, or the final regular rate received by the employee, whichever is higher.

**Section 29.04 – Deductions**

The following deductions may be made from an employee's pay in accordance with established benefits, legal requirements and/or employee option: a. Federal and State Income Tax; b. F.I.C.A. (Social Security); c. I.M.R.F. (Illinois Municipal Retirement Fund); d. Dependent Insurance Coverage; e. HMO (Health Maintenance Organization); f. Deferred Compensation; g. United Way; h. Others as requested and approved by the Union, the Employer, and the Auditor.

**ARTICLE XXX**  
**FINAL PAYCHECK**

**Section 30.01**

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

**ARTICLE XXXI**  
**HEALTH AND LIFE INSURANCE**

**Section 31.01**

The Employer shall make available to all employees a group medical, major medical and hospital health insurance plan. Employees shall be eligible for health insurance coverage if they

work at least thirty (30) hours per week and have completed at least two months of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage. Employees may elect health insurance coverage for themselves and their eligible dependents.

### **Section 31.02 – Health Insurance Plan/Benefit Structure**

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

### **Section 31.03 – Additional Alternative Health Care Plans**

The County may offer additional alternative health plans to its employees in accordance with the terms of the Agreement for a Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix A. If an employee selects an alternate health plan provided by the Employer with a premium rate higher than the health insurance plan defined in 31.02, the employee shall pay the additional premium costs associated with that plan. If an employee selects an alternative health care plan provided by the Employer with a premium rate lower than the health insurance plan defined in 31.02, the Employer shall make available the difference in annual premium to be applied toward deductible costs through a Health Care Reimbursement Account made available to the Employee.

### **Section 31.04 – Employee Premium Cost Sharing**

Beginning January 1, 2022, the County shall pay eighty-six percent (86%) of the monthly premium cost of the employees' single coverage and the employee shall pay fourteen per cent (14%) at a cost of \$130.00 per month. Beginning January 1, 2023, the County shall pay the same proportion of the monthly premium cost of the employees' single coverage and the employee shall pay up to but no more than \$146.00 per month. Beginning January 1, 2024, the County shall pay the same proportion of the monthly premium cost of the employees' single coverage and the employee shall pay up to but no more than \$158.00 per month.

### **Section 31.05 – Dependent Premium Cost**

For employees who enroll in a health insurance plan which also covers dependents, the County will pay the amount of the single health insurance plan as designated to be paid by the Employer in 31.04 toward dependent insurance costs, at minimum. The employee shall pay the remaining balance of the monthly premium for the dependent health insurance benefits he has selected, except in the case where both spouses are employed by the County. Beginning January 1, 2022, the County will contribute ninety dollars (\$90) monthly over the current Employer contribution as defined in 31.04 toward the medical insurance premium cost of the dependent coverage selected by the employee. Beginning January 1, 2023, the County will contribute ninety-five dollars (\$95) monthly over the current Employer contribution as defined in 31.04 toward the medical insurance premium cost of the dependent coverage selected by the employee. Beginning January 1, 2024, the County will contribute one hundred dollars (\$100) monthly over the current Employer contribution as defined in 31.04 toward the medical insurance premium cost of the dependent coverage selected by the employee.

### **Section 31.06**

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

### **Section 31.07**

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 31.08**

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

### **Section 31.09 – Life Insurance**

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

### **Section 31.10**

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



**ARTICLE XXXII**  
**PENSIONS**

**Section 32.01 – Illinois Municipal Retirement Fund (IMRF)**

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

**ARTICLE XXXIII**  
**MISCELLANEOUS**

**Section 33.01 – Anti-Nepotism Policy**

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

**Section 33.02 – Necessity To Comply With Fines, Fees, Judgments.**

Circuit Clerk employees who knowingly refuse to comply with court orders, summonses, notices or subpoenas may be subject to discipline up to and including discharge.

**Section 33.03 – Non-Discrimination**

In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, ancestry, sex (including

pregnancy), gender identity or expression, age citizenship status, marital status, sexual orientation, genetic information, order or protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of his/her job with or without reasonable accommodations, or unfavorable discharge from the military. It is also illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

### **Section 33.04 – Employee Personnel Files**

Employee personnel records shall be maintained for all employees at the Office of the Circuit Clerk. The Circuit Clerk or designee and the employee shall have the right to examine the employee's record. Personnel records shall be retained for a period of five (5) years after termination of employment.

Personnel records should contain the following information:

- a. A receipt for information received during orientation at the office of the Circuit Clerk;
- b. All Evaluations;
- c. Letters of reference, commendation or complaint;
- d. Applications;
- e. Memos of oral warnings and written employee warning records;
- f. Training records;
- g. Requests for leaves of absence;
- h. Attendance, sick leave, vacation leave, compensatory time, and overtime (if applicable) records;
- i. A record of persons seeking to examine documents in the employee's file and dates these documents were examined;
- j. Resignation letters; and
- k. All other pertinent job-related information.

Any information obtained relating to an individual's physical or mental condition, medical history or medical treatment shall be collected and maintained on a separate form, in a separate

medical file and will be treated as a confidential medical record, except:

- a. Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; or
- c. Government officials investigating compliance with federal or state regulations.

All current employees, and all employees who have left the employ of the Circuit Clerk's office within one (1) year of the date of their request, shall have access to their personnel file, as required by the Personnel Records Review Act. The request to inspect records shall be in writing and the inspection shall be during regular business hours. The employee may request access to records a reasonable number of times per year but in any case shall have access, if requested, at least twice per year. The employee may designate in writing a representative to inspect the personnel file.

The employee may without charge obtain one copy of any documents in the file. Subsequent copies shall be made available upon payment of the Freedom of Information Act copying charge. If the employee disagrees with any information in the file, and the Employer does not remove or amend it, the employee may submit a written statement explaining his/her position, which shall be attached to the disputed portion of the record.

### **Section 33.05 – Political Activity**

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

County employees shall not circulate petitions or campaign literature in any County office building, nor shall they solicit or receive any contribution or political service from any person for

any political purpose during regular office hours or in any County office building. Neither shall employees while in a County or judicial facility wear or exhibit any button or insignia showing their support or opposition to a political candidate, party or ballot proposal.

Nothing in this Article shall be construed to prohibit the Employer, the Union, or employees from communicating with County employees about political issues if done outside of the work place and workday.

### **Section 33.06 – Workers Compensation Policy**

All Bargaining Unit employees are covered by a Worker’s Compensation policy for job related injuries or death as prescribed under the State of Illinois Worker’s Compensation law.

Limited or Light Duty Policy – the Employer may also elect to make “limited or light duty” work available for employees who have work related injuries or illnesses if “limited or light duty” work is available and if appropriate medical release is given by a physician.

### **Section 33.07 – Non-Harassment Policy**

- A. The Employer and the Union recognize that harassment is a form of employment discrimination that violates federal and state law.
- B. The County Board maintains the Champaign County Personnel Policy in order to inform employees of their right to work in an environment free from harassment, and the responsibility of all employees to refrain from harassment. Additionally, the policy establishes procedures for filing a harassment complaint.
- C. Anti-harassment policies will be enforced according to federal and state law, as referenced in the Champaign County Personnel Policy, Chapter 12, ANTI-HARASSMENT POLICY. Complaint procedures are also outlined in Chapter 12.
- D. This Article shall not be construed as a limit on the Employer’s power under Article VI to impose additional restrictions to ensure the Employer and its Employees act in a professional manner toward Employees, Champaign County residents, and others.

**Section 33.08 – Cell Phones**

Personal electronic devices (including cell phones, smart watches, and other messaging devices) should be turned to “silent or “vibrate” during working hours. Employees may make and receive calls on personal cell phones during non-working time (i.e., the employee’s scheduled break time); however, these calls should be received and placed away from working areas. If an emergency call must be taken during working time, we ask that the employee step away from the office and take the call in the hallway or break room. Employees may make and receive local personal calls on the Employer’s telephone during working hours. These calls should be brief and not interfere with the employee’s job duties. Additionally, employees should not be checking messages or social media via their mobile device during working hours. If the device becomes distracting or inhibits the employee’s ability to complete their tasks, the employer may ask that devices be put away during working hours. Failure to adhere to this policy may result in progressive and corrective disciplinary action.

**Section 33.09 – Dress Code Policy**

It is the intent of the Circuit Clerk that work attire should complement an environment that reflects an efficient, orderly, and professionally operated office. In recognition of the standards expected of employees in the Circuit Clerk’s Office, the employer will provide a clothing allowance to every employee of \$100 voucher each year in the pay period of January 1<sup>st</sup>.

**ARTICLE XXXIV**  
**GENDER**

**Section 34.01**

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

**ARTICLE XXXV**  
**AUTHORITY OF THE CONTRACT**

**Section 35.01**

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

**ARTICLE XXXVI**  
**ENTIRE AGREEMENT**

**Section 36.01**

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

**ARTICLE XXXVII**  
**BILINGUAL PAY**

**Section 37.01**

The Circuit Clerk, in her sole discretion, may designate her employees to officially use bilingual skills in the Circuit Clerk's office or throughout the courts. The Circuit Clerk in her sole discretion shall determine the selection and continued service of individuals to serve in such capacity. Employees so designated shall receive additional compensation of \$50.00 per month for each full month in which they act in such capacity. The employee will be required to serve one year after certification consistent with State standards. The employee can opt out by giving a 45-day written notice. Employees whose job description includes translation (ex. Deputy Clerk-Translator), and who are already compensated for their bilingual skills shall be exempt from this clause. Employees who are fluent in any language other than English, including American Sign Language, shall be eligible to be considered as a bilingual designated employee. In order to qualify

for bilingual pay, an employee shall need to pass written and oral fluency exams. The examinations necessary shall be determined by the Circuit Clerk, and the cost of taking the exams shall be borne by the County.

**ARTICLE XXXVIII**  
**PARENTAL LEAVE**

**Section 38.01**

Parental leave of 10 days paid leave is available for eligible employees beginning January 1, 2023 for the birth of a child or placement of a child through adoption or foster care. Eligible employees must be:

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

All leave must run concurrent with approved FMLA. Employees are not required to exhaust all other paid leave before taking parental leave. Parental leave must be taken within 6 months of the qualifying event. Parental leave must be taken as 10 continuous days. No intermittent leave will be permitted. While on leave the County will continue to make payroll deductions and collect the employee's share of benefit premiums.

**ARTICLE XXXIX**  
**TERM AND DURATION**

**Section 39.01**

This Agreement shall be effective upon signing and shall continue in full force and effect until December 31, 2024, and thereafter from year-to-year, unless at least sixty (60) days prior to December 31, 2024, either party gives notice to the other of the intention to amend or terminate this Agreement.

Notwithstanding anything to the contrary in this Agreement, if the Illinois courts hold that the Illinois Public Labor Relations Act is unconstitutional as applied to judicial employees as a whole, or as to judicial employees in positions of the kind covered by this Agreement, this Agreement shall be null and void in its entirety, or null and void as to those employees to whom the Act may not be constitutionally applied, as the case may be.



In witness whereof, the parties hereto have set their hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

For the Circuit Clerk:

For the Union:

\_\_\_\_\_  
Circuit Clerk

\_\_\_\_\_

\_\_\_\_\_  
for the Champaign County Board

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### Agreement For Joint Labor/Management Health Insurance Committee – County Of Champaign, Illinois

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

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

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

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

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

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

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

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

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

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

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

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

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.
9. The Committee shall meet on a bi-monthly basis from January through June, and shall meet on a monthly, semi-monthly or weekly basis, as determined by the Committee, from July through September. A special meeting of the Committee shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days written notice to the members. A quorum for any meeting of the Committee is established when at least nine (9) regular members of the

Committee are present, and of those nine (9) there is at least one regular member from each represented bargaining unit and County administration in attendance.

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

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

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

In the event that such notice is served, all parties to this Agreement agree to meet within sixty (60) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within one hundred twenty (120) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of an FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the Agreement.

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

**APPENDIX B**

**Fiscal Year 2022 Health Insurance Benefits**

# Champaign County PPO Plan

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

Effective January 1, 2022



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:

- 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



# Champaign County PPO Plan

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

Effective January 1, 2022



## 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)

Non-PPO  
(Out-of-Network)

100% after deductible

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](http://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.

CHAMPAIGN COUNTY )  
 )  
 and )  
 )  
 The AMERICAN FEDERATION OF STATE, )  
 COUNTY, AND MUNICIPAL EMPLOYEES )  
 - GENERAL BARGAINING UNIT )  
 - STATE’S ATTORNEY BARGAINING UNIT )  
 - CIRCUIT CLERK BARGAINING UNIT )  
 - CHIEF JUDGE BARGAINING UNIT )  
 - HIGHWAY BARGAINING UNIT )

**Memorandum of Understanding**  
**Sick Leave Bank**

The Parties agree:

Within 120 (one hundred twenty) days of the signing of this Agreement the parties agree to meet to discuss the possibility of developing a program and procedure for a Sick Leave Bank. The Committee shall be comprised of 3 AFSCME members and 3 members of management. The Sick Leave Bank program and procedures must be approved by at least 4 members of the committee.

The purpose of the committee shall be to determine:

- Whether to create a Sick Leave Bank;
- Who might be eligible to donate or receive leave from a Sick Leave Bank;
- Circumstances that would allow the use of sick leave in the Sick Leave Bank;
- Amount and frequency of “deposits” to and “withdrawals” from the Sick Leave Bank;
- Procedures for participating in a Sick Leave Bank;
- Dispute resolution and any other matters that would be significant to creating and/or administering a Sick Leave Bank.

All members of the committee must agree to work in good faith. If the committee is unable to reach an agreement within 6 months of its initial meeting it shall be dissolved unless at least 4 members agree to continue the process and discussion. Likewise the committee shall be dissolved within 6 months of the implementation of a Sick Leave Bank.

Any decision by the committee will take effect only after ratification by AFSCME members and approval by the County Board.

Signed this \_\_\_\_ day of September, 2022.

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For Champaign County

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For the Union