

AGREEMENT

BETWEEN

**THE CHIEF JUDGE OF THE SIXTH JUDICIAL CIRCUIT**

AND

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

**COLLECTIVE BARGAINING AGREEMENT**

JANUARY 1, 2022 - DECEMBER 31, 2024

**Table of Contents**

**PREAMBLE ..... 8**

**ARTICLE I RECOGNITION ..... 8**

    Section 1.01..... 8

    Section 1.02..... 8

**ARTICLE II NO STRIKES NO LOCKOUT ..... 8**

    Section 2.01..... 8

    Section 2.02..... 9

**ARTICLE III MANAGEMENT RIGHTS ..... 9**

    Section 3.01..... 9

**ARTICLE IV UNION RIGHTS ..... 9**

    Section 4.01..... 9

    Section 4.02..... 10

    Section 4.03..... 10

    Section 4.04..... 10

    Section 4.05..... 11

    Section 4.06..... 11

    Section 4.07..... 12

    Section 4.08..... 12

**ARTICLE V CHECKOFF ..... 12**

    Section 5.01..... 12

    Section 5.02..... 12

    Section 5.03..... 12

    Section 5.04..... 13

    Section 5.05..... 13

**ARTICLE VI HEALTH AND SAFETY/LABOR MANAGEMENT CONFERENCES .... 13**

    Section 6.01..... 13

    Section 6.02..... 13

    Section 6.03..... 13

    Section 6.04..... 14

    Section 6.05..... 14

**ARTICLE VII PROBATIONARY EMPLOYEES ..... 14**

    Section 7.01..... 14

Section 7.02.....	14
<b>ARTICLE VIII SENIORITY, JOB BIDDING, PROMOTION AND WORK ASSIGNMENTS .....</b>	<b>15</b>
Section 8.01.....	15
Section 8.01A.....	15
Section 8.02.....	15
Section 8.03 - Promotion .....	16
Section 8.04 - Notice of Vacancy/Job Bids .....	16
Section 8.05 - Promotion/Selection .....	16
Section 8.06 - Promotion/Qualifying Period .....	16
Section 8.07 - Wages Upon Transfer.....	16
Section 8.08 - Temporary Vacancies .....	17
Section 8.09 - Assignments.....	17
<b>ARTICLE IX LAYOFF AND RECALL .....</b>	<b>17</b>
Section 9.01.....	17
Section 9.02.....	18
Section 9.03.....	18
Section 9.04.....	18
Section 9.05.....	18
<b>ARTICLE X SUBCONTRACTING .....</b>	<b>18</b>
Section 10.01.....	18
<b>ARTICLE XI JOB SHARING .....</b>	<b>19</b>
Section 11.01 - Time Period and Approval .....	19
Section 11.02 - Compensation .....	19
Section 11.03 - Health Insurance .....	19
Section 11.04 - Accrual of Seniority.....	20
Section 11.05 - Accrual of Leave .....	20
Section 11.06 - Employment at Conclusion of Job Sharing.....	20
<b>ARTICLE XII GRIEVANCE PROCEDURE .....</b>	<b>20</b>
Section 12.01 - Definition and Procedure.....	20
Section 12.02 - Stewards.....	20
Section 12.03 - Grievance Procedure for Circuit Court.....	21
Section 12.04 - Grievance Procedure for Public Defender's Office.....	22
Section 12.05 - Grievance Procedure for Probation and Court Services: Probation Division	23
Section 12.06 - Grievance Procedure for Probation and Court Services: Detention Division	25

Section 12.07 - Arbitration .....	27
Section 12.08 - Authority of Arbitrator .....	27
Section 12.09 - Expenses of Arbitration .....	28
Section 12.10 - Time Limit for Filing.....	28
Section 12.11 - Miscellaneous .....	28
<b>ARTICLE XIII DISCIPLINE AND DISCHARGE .....</b>	<b>29</b>
Section 13.01.....	29
Section 13.02.....	29
Section 13.03.....	29
Section 13.04.....	30
Section 13.05.....	30
Section 13.06.....	30
Section 13.07.....	30
<b>ARTICLE XIV HOLIDAYS.....</b>	<b>31</b>
Section 14.01.....	31
<b>ARTICLE XV VACATION.....</b>	<b>32</b>
Section 15.01 - Accrual.....	32
Section 15.02 - Use .....	33
Section 15.03 - Vacation Sign Up.....	33
<b>ARTICLE XVI PERSONAL DAYS .....</b>	<b>34</b>
Section 16.01.....	34
Section 16.02.....	34
Section 16.03.....	34
<b>ARTICLE XVII SICK LEAVE.....</b>	<b>35</b>
Section 17.01.....	35
<b>ARTICLE XVIII FAMILY &amp; MEDICAL LEAVE .....</b>	<b>36</b>
Section 18.01 - Family and Medical Leave Act Leave.....	36
Section 18.02 - Eligible Employees.....	36
Section 18.03 - Leave Requirements .....	36
Section 18.04 - Length of Leave.....	36
Section 18.05 - Notice and Certification.....	36
Section 18.06.....	37
Section 18.07 - Compensation/Benefits During Leave.....	37
Section 18.08 - Return to Work .....	37

Section 18.09 - Vacancy .....	37
<b>ARTICLE XIX EXTENDED LEAVE OF ABSENCE WITHOUT PAY .....</b>	<b>38</b>
Section 19.01.....	38
Section 19.02.....	38
Section 19.03.....	38
Section 19.04.....	38
Section 19.05.....	39
Section 19.06.....	39
Section 19.07.....	39
Section 19.08.....	39
Section 19.09.....	39
Section 19.10.....	40
Section 19.11.....	40
<b>ARTICLE XX MILITARY LEAVE.....</b>	<b>40</b>
Section 20.01.....	40
<b>ARTICLE XXI BEREAVEMENT.....</b>	<b>40</b>
Section 21.01.....	40
Section 21.02.....	41
Section 21.03.....	41
Section 21.04.....	41
<b>ARTICLE XXII JURY AND WITNESS LEAVE .....</b>	<b>41</b>
Section 22.01.....	41
Section 22.02.....	41
<b>ARTICLE XXIII TRAINING .....</b>	<b>42</b>
Section 23.01.....	42
Section 23.02.....	42
<b>ARTICLE XXIV HAZARDOUS WEATHER DAYS.....</b>	<b>42</b>
Section 24.01.....	42
Section 24.02.....	43
Section 24.03.....	43
Section 24.04.....	43
<b>ARTICLE XXV HOURS OF WORK.....</b>	<b>43</b>
Section 25.01.....	43
Section 25.02.....	44

Section 25.03.....	44
Section 25.04 - Flextime.....	44
Section 25.05 - Mileage Reimbursement.....	44
<b>ARTICLE XXVI OVERTIME.....</b>	<b>44</b>
Section 26.01.....	44
Section 26.02.....	45
Section 26.03.....	45
Section 26.04.....	45
Section 26.05.....	45
<b>ARTICLE XXVII WAGES.....</b>	<b>46</b>
Section 27.01.....	46
Section 27.02.....	46
Section 27.03.....	46
Section 27.04.....	46
Section 27.05.....	46
<b>ARTICLE XXIII PAYCHECKS, PAYCHECK ERRORS AND DEDUCTIONS.....</b>	<b>47</b>
Section 28.01 - Paychecks .....	47
Section 28.02 - Paycheck Errors.....	47
Section 28.03 - Final Paychecks .....	47
Section 28.04 - Deductions .....	47
<b>ARTICLE XXIX HEALTH AND LIFE INSURANCE .....</b>	<b>48</b>
Section 29.01.....	48
Section 29.02 - Health Insurance Plan/Benefit Structure. ....	48
Section 29.03 - Additional Alternative Health Care Plans. ....	48
Section 29.04 - Employee Premium Cost Sharing.....	48
Section 29.05 - Dependent Premium Cost.....	49
Section 29.06.....	49
Section 29.07.....	49
Section 29.08.....	50
Section 29.09 - Life Insurance.....	50
Section 29.10.....	50
<b>ARTICLE XXX PENSIONS.....</b>	<b>50</b>
Section 30.01 - Illinois Municipal Retirement Fund (IMRF).....	50
<b>ARTICLE XXXI MISCELLANEOUS.....</b>	<b>51</b>

Section 31.01 - Anti-Nepotism Policy .....	51
Section 31.02 - Non-Discrimination .....	51
Section 31.03 - Employee Personnel Files .....	51
Section 31.04 - Political Activity.....	52
Section 31.05 - Workers Compensation Policy .....	52
Section 31.06 - Sexual Harassment Policy .....	52
<b>ARTICLE XXXII GENDER .....</b>	<b>53</b>
Section 32.01.....	53
<b>ARTICLE XXXIII PARENTAL LEAVE .....</b>	<b>53</b>
Section 33.01.....	53
<b>ARTICLE XXXIV AUTHORITY OF THE CONTRACT.....</b>	<b>54</b>
Section 34.01.....	54
Section 34.02.....	54
<b>ARTICLE XXXV ENTIRE AGREEMENT .....</b>	<b>54</b>
Section 35.01.....	54
<b>ARTICLE XXXVI TERM AND DURATION.....</b>	<b>54</b>
Section 36.01.....	54
<b>APPENDIX A .....</b>	<b>56</b>
<b>APPENDIX B .....</b>	<b>59</b>
<b>APPENDIX C .....</b>	<b>66</b>
<b>APPENDIX D .....</b>	<b>67</b>
<b>AGREEMENT FOR JOINT LABOR/MANAGEMENT HEALTH INSURANCE COMMITTEE – COUNTY OF CHAMPAIGN, ILLINOIS .....</b>	<b>67</b>

## **PREAMBLE**

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

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

### **Section 1.01**

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 Employees 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-97-56, to wit: All full-time and part-time positions of Legal Secretary, Senior Legal Secretary, Administrative Legal Secretary, Court Clerk, Senior Records Clerk, Intermediate Records Clerk, Jury Clerk, Law Librarian, and Law Library Clerk employed by the Chief Judge of the Sixth Judicial Circuit; and also regular full-time and part-time Employees 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 thereunder as may be amended from time to time. In the event of a conflict between applicable Federal and/or State laws and regulations issued thereunder and this contract, the former shall prevail.

## **ARTICLE II** **NO STRIKES NO LOCKOUT**

### **Section 2.01**

During the term of this Agreement, there shall be no work stoppages, slow downs or



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

**Section 2.02**

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

**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 workplace-related complaints, and to attend the following: grievance meetings with the Employer, arbitration hearings and meetings called or agreed to by the Employer. Time spent in such meetings outside an Employee's regular working hours will be without pay.

#### **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**

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

- A. In offices or departments where there is no budget authority for overtime, this Section shall require management to offer bargaining unit Employees (who are under their compensatory time maximum accrual) compensatory time.
- B. In offices or departments where there is budget authority for overtime, this Article shall require management to offer bargaining unit Employees the option of compensatory time, if under the compensatory time maximum accrual, or pay, pursuant to Section 26.01.
- C. If bargaining unit Employees decline the opportunity for compensatory time, or pay, as applicable, management may stay after normal business hours to complete the work.
- D. Management may stay after normal business hours to assist bargaining unit members in performing bargaining unit work.

#### **Section 4.06**

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 loss of jobs for the bargaining unit.

**Section 4.07**

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.

**Section 4.08**

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 new employees' 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.

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

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

**Section 6.02**

Where a clear and present danger exists, the Union or Employees may initiate a grievance at the Presiding Judge or Designee Step of the applicable grievance procedure preceding arbitration.

**Section 6.03**

The parties will have joint Health and Safety Committee meetings upon request, on work time without loss of pay to the bargaining unit members. The Union's committee will consist of two (2) representatives who are included in this bargaining unit. The 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.

**Section 6.05**

For the purpose of maintaining communication between labor and management in order to cooperatively discuss and solve problems of mutual concern, the Union shall designate up to two representatives (exclusive of the Staff Representative) who, as operations permit, shall meet upon request with the Employer. These meetings shall be without loss of pay during normal working hours.

**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 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.

**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 WORK ASSIGNMENTS**

**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 this Agreement.

**Section 8.01A**

Seniority, for the purpose of determining priority for time off requests for Court Clerks, shall be calculated from the date of hire as a Court Clerk. This method of calculating seniority will be effective for Court Clerks hired after November 14, 2004. Seniority for all such requests from members of the bargaining unit who are not Court Clerks will be calculated as in Section 8.01.

**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 he/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**

The Employer agrees that to encourage and reward Employees, vacancies in the bargaining unit should be filled by promotion of bargaining unit Employees in accordance with this Article whenever possible. For the purposes of this Article “promotion” means a permanent change to a different job classification at a higher pay grade within the bargaining unit.

### **Section 8.04 - Notice of Vacancy/Job Bids**

When the Employer seeks to fill a vacancy in a bargaining unit position, other than a temporary vacancy as defined below, the Employer shall post a notice of the vacancy for ten (10) working days. During this time, a qualified Employee may file written bids for promotion to the vacant position on forms provided by the Employer.

### **Section 8.05 - Promotion/Selection**

A vacant position will be filled by promoting, from among the most qualified Employees who filed a job bid, the Employee who has the greatest seniority. An outside applicant will not be hired unless no qualified Employee has filed a job bid.

### **Section 8.06 - Promotion/Qualifying Period**

An Employee who is voluntarily promoted 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 qualifications and ability during such qualifying period, and, in the Employer's sole discretion, the Employee may be returned to his or her previous job classification during the qualifying period. Such transfer shall not be the subject of a grievance. Furthermore, during the six month qualifying period, the Employee shall have the right to transfer back to his or her previous position, provided that the Employee was not voluntarily promoted to that previous position within twelve (12) calendar months. An Employee may use accrued benefit time during the qualifying period, under the same terms and conditions as an Employee who is not serving a qualifying period.

### **Section 8.07 - Wages Upon Transfer**

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

- a. Lateral Transfer – An Employee shall not have his/her pay reduced as a result of a



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

### **Section 8.08 - Temporary Vacancies**

Temporary vacancies are defined as job vacancies that do not exceed thirty (30) days; provided that a vacancy in excess of 30 days created by an Employee's leave for medical reasons may be treated by the Employer as a temporary vacancy.

### **Section 8.09 - Assignments**

The Employer will give ten (10) working days notice prior to changes in an Employee's courtroom assignment or assignment to work for specific judicial personnel, which changes are not temporary, and shall give such notice to all affected Employees prior to alteration of the system of assignment of work for Employees. The Employee(s) involved may waive the above stated ten (10) day notice requirement. Although the Employer/ Presiding Judge is always receptive to Employee input into their courtroom assignment, the decision as to an Employee's assignment rests solely with the Presiding Judge of Champaign County and/or Court Administrator.

## **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 Employer shall give Employees to be laid off and the Union written notice of the layoff at least thirty (30) calendar days prior to its effective date. A Union representative shall be present at layoff meetings with Employees. Prior to any Employee being laid off, every reasonable effort will be made to transfer the Employee to vacancies in another department 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 similar work as the bargaining unit Employee being laid off.

**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 Employer 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 Employer, 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 of working bargaining unit Employees. This provision shall not limit the Employer from contracting or subcontracting as it has in the past, and contracting or subcontracting special projects, emergency

work, or projects requiring special equipment or manpower, which may involve bargaining unit work.

## **ARTICLE 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 Employer. All requests shall be made in writing to the Court Administrator 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 the operational needs of the office. The ultimate decision is in the sole discretion of the Employer.

### **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 Employer.

**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**

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.

For the purpose of calculating days throughout the Grievance Procedure, the first working day after the occurrence or meeting shall begin as day one (1). The time limit shall be reached at the close of the working day on the last day.

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.

### **Section 12.03 - Grievance Procedure for Circuit Court**

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

**Step 1** - The Employee and the Union Steward shall meet with the Court Administrator prior to filing a written grievance to informally discuss and attempt to resolve the issue. The Court Administrator must give a response within five (5) working days. Upon receipt of said response, if the issue cannot be resolved, then the Union or Employee shall submit a written grievance within five (5) working days to the Court Administrator. The grievance shall be signed by the Union Steward. Upon receipt of a written grievance, the Court Administrator shall give her/his signed written answer to the Union within ten (10) working days. If the Union does not receive an answer after the time limitations of Step 1, and a mutual agreement to extend the time limitations has not been reached, then the Union may deem the grievance to have been forwarded to the next step of the Grievance Procedure.

**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 Presiding Judge, or his/her designee.

The grievance shall be submitted within ten (10) working days after the answer in Step 1 and shall be signed by the Union Steward. The Presiding Judge, or his/her designee, shall discuss the grievance within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Presiding Judge, or his/her designee, shall give his/her written answer to the Union within ten (10) working days following their meeting.

**Step 3** - If the grievance is not settled in Step 2, if both parties agree, the grievance may be submitted to the Federal Mediation and Conciliation Service. The Union and the Chief Judge, or his/her designee, shall promptly send a joint letter to FMCS, requesting their services.

The parties agree to use the current rules for FMCS mediation, as stated in Appendix A. Should these rules change, the Employer and the Union shall bargain the continued use of mediation at Step 3.

#### **Section 12.04 - Grievance Procedure for Public Defender's Office**

**Step 1** - The Employee and the Union Steward shall meet with the Administrative Assistant prior to filing a written grievance to informally discuss and attempt to resolve the issue. The Administrative Assistant must give a response within five (5) working days. Upon receipt of said response, if the issue cannot be resolved, then the Union or Employee shall submit a written grievance within five (5) working days to the Administrative Assistant. The grievance shall be signed by the Union Steward. Upon receipt of a written grievance, the Administrative Assistant shall give his/her signed written answer to the Union within ten (10) working days. If the Union does not receive an answer after the time limitations of Step 1, and a mutual agreement to extend the time limitations has not been reached, then the Union may deem the grievance to have been forwarded to the next step of the Grievance Procedure.

**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 Public Defender.

The grievance shall be submitted within ten (10) working days after the answer in Step 1 and shall be signed by the Union Steward. The Public Defender shall discuss the grievance within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Public Defender shall give his/her written answer to the Union within ten (10) working days following their meeting.

**Step 3** - If the grievance is not settled in Step 2 and the Employee or the Union wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the Court Administrator, or his/her designee.

The grievance shall be submitted within ten (10) working days after the answer in Step 2 and shall be signed by the Union Steward. The Court Administrator shall discuss the grievance

within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Court Administrator shall give his/her written answer to the Union within ten (10) working days following their meeting.

**Step 4** - If the grievance is not settled in Step 3 and the Employee or the Union wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the Presiding Judge, or his/her designee.

The grievance shall be submitted within ten (10) working days after the answer in Step 3 and shall be signed by the Union Steward. The Presiding Judge, or his/her designee, shall discuss the grievance within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Presiding Judge, or his/her designee, shall give his/her written answer to the Union within ten (10) working days following their meeting.

**Step 5** - If the grievance is not settled in Step 4, if both parties agree, the grievance may be submitted to the Federal Mediation and Conciliation Service. The Union and the Chief Judge, or his/her designee, shall promptly send a joint letter to FMCS, requesting their services.

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

#### **Section 12.05 - Grievance Procedure for Probation and Court Services: Probation Division**

**Step 1** - The Employee and the Union Steward shall meet with the Chief Administrative Officer prior to filing a written grievance to informally discuss and attempt to resolve the issue. The Chief Administrative Officer must give a response within five (5) working days. Upon receipt of said response, if the issue cannot be resolved, then the Union or Employee shall submit a written grievance within five (5) working days to the Chief Administrative Officer. The grievance shall

be signed by the Union Steward. Upon receipt of a written grievance, the Chief Administrative Officer shall give his/her signed written answer to the Union within ten (10) working days. If the Union does not receive an answer after the time limitations of Step 1, and a mutual agreement to extend the time limitations has not been reached, then the Union may deem the grievance to have been forwarded to the next step of the Grievance Procedure.

**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 Director of Court Services.

The grievance shall be submitted within ten (10) working days after the answer in Step 1 and shall be signed by the Union Steward. The Director of Court Services shall discuss the grievance within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Director of Court Services shall give his/her written answer to the Union within ten (10) working days following their meeting.

**Step 3** - If the grievance is not settled in Step 2 and the Employee or the Union wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the Court Administrator.

The grievance shall be submitted within ten (10) working days after the answer in Step 2 and shall be signed by the Union Steward. The Court Administrator shall discuss the grievance within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Court Administrator shall give his/her written answer to the Union within ten (10) working days following their meeting.

**Step 4** - If the grievance is not settled in Step 3 and the Employee or the Union wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the



Presiding Judge, or his/her designee.

The grievance shall be submitted within ten (10) working days after the answer in Step 3 and shall be signed by the Union Steward. The Presiding Judge, or his/her designee, shall discuss the grievance within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Presiding Judge, or his/her designee, shall give his/her written answer to the Union within ten (10) working days following their meeting.

**Step 5** - If the grievance is not settled in Step 4, if both parties agree, the grievance may be submitted to the Federal Mediation and Conciliation Service. The Union and the Chief Judge, or his/her designee, shall promptly send a joint letter to FMCS, requesting their services.

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

#### **Section 12.06 - Grievance Procedure for Probation and Court Services: Detention Division**

**Step 1** - The Employee and the Union Steward shall meet with the Superintendent prior to filing a written grievance to informally discuss and attempt to resolve the issue. The Superintendent must give a response within five (5) working days. Upon receipt of said response, if the issue cannot be resolved, then the Union or Employee shall submit a written grievance within five (5) working days to the Superintendent. The grievance shall be signed by the Union Steward. Upon receipt of a written grievance, the Superintendent shall give his/her signed written answer to the Union within ten (10) working days. If the Union does not receive an answer after the time limitations of Step 1, and a mutual agreement to extend the time limitations has not been reached, then the Union may deem the grievance to have been forwarded to the next step of the Grievance Procedure.

**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 Director of Court Services.

The grievance shall be submitted within ten (10) working days after the answer in Step 1

and shall be signed by the Union Steward. The Director of Court Services shall discuss the grievance within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Director of Court Services shall give his/her written answer to the Union within ten (10) working days following their meeting.

**Step 3** - If the grievance is not settled in Step 2 and the Employee or the Union wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the Court Administrator.

The grievance shall be submitted within ten (10) working days after the answer in Step 2 and shall be signed by the Union Steward. The Court Administrator shall discuss the grievance within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Court Administrator shall give his/her written answer to the Union within ten (10) working days following their meeting.

**Step 4** - If the grievance is not settled in Step 3 and the Employee or the Union wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the Presiding Judge, or his/her designee.

The grievance shall be submitted within ten (10) working days after the answer in Step 3 and shall be signed by the Union Steward. The Presiding Judge, or his/her designee, shall discuss the grievance within ten (10) working days with the Union Steward, Union Representative and/or the grievant(s) during the first mutually available lunch period or other agreed upon time. In the event that the Union-Employer discussions of the grievance cannot take place within the ten (10) working day limitation, and a mutual agreement to extend the time limitations has not been reached, the Union may deem the grievance to have been denied and may advance the grievance to the next step in the Grievance Process. The Presiding Judge, or his/her designee, shall give

his/her written answer to the Union within ten (10) working days following their meeting.

**Step 5** - If the grievance is not settled in Step 4, if both parties agree, the grievance may be submitted to the Federal Mediation and Conciliation Service. The Union and the Chief Judge, or his/her designee, shall promptly send a joint letter to FMCS, requesting their services.

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

### **Section 12.07 - 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 for grievances originating with the Circuit Court or Step 4 for grievances originating with the Court Services or Public Defender's departments. 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 12.08 - 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 finds it to be without reasonable basis. The arbitrator shall submit, in writing, her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union and the Employee(s).

#### **Section 12.09 - 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 12.10 - 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 12.11 - Miscellaneous**

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

If the Union deems it necessary to advance the grievance to the next step of the Grievance Procedure due to failure to conduct a Union-Employer discussion as outlined in Steps 2, 3, 4 and 5, notification of the advancement must be given within ten (10) working days from the last date that the Union-Employer discussion could have been timely held. If no date for a Union-Employer discussion is agreed upon and if the grievance is not advanced as described in the above and in the steps of the Grievance Procedure, the grievance is deemed to have been withdrawn.

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.

If the Employer fails to respond the grievance automatically advances to the next level.

### **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. 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 provided 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).

#### **Section 13.03**

If the Employer has reason to discipline an Employee, it shall be done with due professionalism appropriate for the circumstances, and not 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 a Union Representative at an investigatory interview if she requests one, and the Employer will notify the Employee of the right to a Union Representative before the interview.

#### **Section 13.06**

An Employee is entitled to the presence of a Union Representative when discipline is issued, if he/she requests one. Once the Employee requests a Union Representative, the meeting will not begin or continue until a Union Representative is present. If a Union Representative is not available when requested at this time, the ten (10) day deadline in Section 13.01 shall be extended until a meeting can be scheduled with a Union Representative present. Debate shall be reserved to the grievance process.

#### **Section 13.07**

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 full-time and part-time Employees:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents' 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
Veterans' 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. When the Christmas Eve holiday and Christmas Day holiday fall on a Friday and Saturday, the previous Thursday and Friday shall be given as holidays. When the Christmas Eve holiday and Christmas Day holiday fall on a Sunday and Monday, the following Monday and Tuesday shall be given as holidays.

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.

Eligible Employees who do not work a holiday and who normally work less than five (5) days a week shall be paid for all holidays, regardless of whether they fall on a normally scheduled work day, but shall have their holiday pay prorated based on the ratio of the annual budgeted hours for their position at the time of the holiday to the hours budgeted for a person who normally works five (5) or more days a week in a comparable position. Employees may supplement holiday pay prorated under this section with benefit time to maintain their regular pay for the pay period.

## **ARTICLE XV** **VACATION**

### **Section 15.01 - Accrual**

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

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

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

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

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



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

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

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

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

### **Section 15.02 - Use**

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

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

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

### **Section 15.03 - Vacation Sign Up**

- a. Once each year in December Employees will be given thirty (30) days to sign up for vacations. No later than January 15<sup>th</sup>, each Department or Office shall grant vacations, subject to operational need, in categories, as follows:
  - i. First, Employees seeking five (5) or more consecutive work days of vacation will be granted available vacation by seniority.
  - ii. After Employees seeking five (5) or more consecutive work days of vacation have been granted vacation, remaining available vacation will be granted by seniority to those seeking to use remaining accrued vacation time in smaller increments.
- b. Outside of the annual thirty (30) day period for vacation sign-up, Employees may request the use of vacation time. Each Employee wishing to schedule vacation shall request such leave as far in advance as reasonably possible, but usually at least one week in advance of the requested vacation period. Requests will be

granted, subject to operational need, on a first-come-first-served basis within five (5) days of the Employee's request. In the event of conflicting requests submitted the same day, seniority shall govern. In the case of an emergency, vacations may be canceled and rescheduled in advance of their being taken. Once an Employee's vacation request has been approved, he/she cannot be bumped by a more senior Employee requesting the same days off for 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

**Section 16.02**

Personal leave is granted to every Employee in the amounts as specified above at the beginning of each year of employment. 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 16.03**

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

**ARTICLE XVII**  
**SICK LEAVE**

**Section 17.01**

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 at rate of twelve (12) days per year thereafter. Maximum accumulation of sick leave is one-hundred thirty-eight (138) 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 (as defined and administered in the County Personnel Policy), 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.

Employees utilizing sick leave shall notify their supervisor of the necessity for sick leave as soon as practicable and the approximate length of absence required when possible. The Employer shall have the right to 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 the sick leave, then the Employer shall pay the cost of furnishing the additional evidence.

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

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.

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.

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

**ARTICLE XVIII**  
**FAMILY & MEDICAL LEAVE**

**Section 18.01 - Family and Medical Leave Act Leave**

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

**Section 18.02 - Eligible Employees**

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

**Section 18.03 - Leave Requirements**

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 18.04 - Length of Leave**

Paid leave will run concurrent with FMLA leave under the circumstances listed in the Champaign County Personnel Policy, Chapter 8-7.3 SUBSTITUTION OF PAID LEAVE.

Notwithstanding these provisions, the Employee may reserve up to sixty percent (60%) of his/her accrued paid time.

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 (12) month period.

**Section 18.05 - Notice and Certification**

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

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

**Section 18.06**

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 employees' rights under the FMLA at the time of execution of this agreement.

**Section 18.07 - Compensation/Benefits During Leave**

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 18.08 - Return to Work**

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 18.09 - Vacancy**

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

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

**Section 19.01**

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

**Section 19.02**

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 19.03**

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

**Section 19.04**

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 Employer. 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 Employer will respond to the request for leave within five (5) working days of the date he/she receives the request for leave. The Employee shall notify the Court Administrator in writing of this request as soon as he/she becomes aware of the need for an extended LOA and at least three (3) days prior to the end of benefit time or leave time already granted if possible. The written request shall contain the reason and expected length of the absence.

An Employee who is granted a LOA under 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.

An Employee who does not report for work at the end of an approved Leave of Absence or any extension thereof shall be deemed to have resigned as of the date of the Employee's next scheduled work day after the expiration of the LOA. If final action on a request for leave cannot be taken until accrued benefit time has been

exhausted or approved leave has expired, an Employee who has not returned to work within seven (7) days after notification by the Employer shall be deemed to have resigned.

**Section 19.05**

All LOAs under Article XIX 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.

**Section 19.06**

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

- Employee
- County Board Office
- Auditor’s Office

**Section 19.07**

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 19.08**

The Employer 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 19.09**

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 19.10**

A Leave of Absence necessitated by a work-related injury will be granted as a right under Article XIX. 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 19.11**

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 XX**  
**MILITARY LEAVE**

**Section 20.01**

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 provide copies of military orders and annual drill schedules necessary to implement leave to the Employer as soon as possible after the Employee's military commander provides such documents to the Employee.

**ARTICLE XXI**  
**BEREAVEMENT**

**Section 21.01**

Full-time and part-time Employees shall be granted bereavement leave with pay for missed scheduled working hours for five (5) workdays following the death of a: spouse; domestic partner/civil union partner, as defined and administered in the County Personnel Policy; son or daughter (including adopted or step-son or daughter if the Employee has legal guardianship); parent (including step-parent if that individual acted as a parent of the Employee



when the Employee was a legal minor); or brother or sister. Bereavement days may be taken non-consecutively, but must be taken within thirty (30) days of the death.

**Section 21.02**

Full-time and part-time Employees shall be granted bereavement leave with pay for missed scheduled working hours for three (3) workdays following the death of a step-parent, step-son or step-daughter other than as defined in Section 21.01; grandparent; grandchild; step-brother; step-sister; brother-in-law; sister-in-law; mother-in-law; father-in-law; son-in-law; or daughter-in-law. Bereavement days may be taken non-consecutively, but must be taken within thirty (30) days of the death.

**Section 21.03**

Employees who must travel over 400 miles as a result of the death of a relative as stated in Section 21.01 or 21.02 above, shall be granted up to two additional days of bereavement leave. Verification of the required travel shall be provided to the Employer.

**Section 21.04**

If bereavement leave is required other than as granted in Sections 21.01 through 21.03, 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 XXII**  
**JURY AND WITNESS LEAVE**

**Section 22.01**

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 work day. The payment received for jury duty shall be returned to the Employer; however, the mileage reimbursement shall be retained by the Employee.

**Section 22.02**

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 the 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 of a termination hearing, the Employee will still be paid the normal wage for the time the Employee has been requested to attend the proceeding.

### **ARTICLE XXIII** **TRAINING**

#### **Section 23.01**

The Court Administrator 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. Should such leave be granted, the Employer shall endeavor to make funds available.

Upon the Court Administrator's recommendation, an absence to attend any training seminar or conference lasting more than two (2) weeks or a course for college credit of more than three (3) semester hours credit or the equivalent, may be approved by the Employer. The Employer shall specify remuneration and terms of reimbursement, if any. If the Employer's approval is obtained in advance, when classes are taken outside of work hours, reimbursement will be for tuition and pre-approved expenses only.

#### **Section 23.02**

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

### **ARTICLE XXIV** **HAZARDOUS WEATHER DAYS**

#### **Section 24.01**

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

**Section 24.02**

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 24.03**

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 his/her supervisor to work additional hours to compensate for those hours missed.

**Section 24.04**

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

**ARTICLE XXV**  
**HOURS OF WORK**

**Section 25.01**

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 a consecutive days.

**Section 25.02**

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

**Section 25.03**

Employees working between thirty-seven and one-half (37 ½) and forty (40) hours per week shall be allowed two (2) fifteen (15) minute breaks in a full day. The first break is during the first half of the day and second break is during the second half. Part-time Employees who complete one hour of work shall be given one (1) fifteen (15) minute break. Work breaks for full-time and part-time Employees may be scheduled by the Department Head or Supervisor.

**Section 25.04 - Flextime**

Work hours can be adjusted by mutual consent between the Employer or its designee and the affected Employee within the Employee's work week, whereby normal work days can be lengthened or shortened 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 25.05 - Mileage Reimbursement**

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

**ARTICLE XXVI**  
**OVERTIME**

**Section 26.01**

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

### **Section 26.02**

Overtime will be distributed on a voluntary basis taking into account prior overtime work and seniority, in that order, of all Employees qualified to perform the overtime work required. If there are no volunteers, the Employer can assign overtime in reverse seniority order of those Employees who are qualified to perform the work.

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 26.03**

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

### **Section 26.04**

An Employee may accumulate up to seventy-five (75) hours of compensatory time. Compensatory time earned over seventy-five (75) 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 work week of compensatory time off may be taken off consecutively.

### **Section 26.05**

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

**ARTICLE XXVII**  
**WAGES**

**Section 27.01**

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 27.02**

**Ranges Effective January 1, 2016:**

**Range D:** Jury Clerk, Records Clerk

**Range E:** Legal Secretary, Senior Records Clerk

**Range F:** Court Clerk, Administrative Legal Secretary

**Range G:** Clerk - Law Library

**Section 27.03**

**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 27.04**

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

**Section 27.05**

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

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

**Section 28.01 - 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 or Offices are notified by e-mail when direct deposit pay stubs are available to be distributed, either by electronic or hard copy by the Department Head. All deductions from an Employee's gross pay are documented on the electronic pay stub for each pay period. A hard or electronic copy of the Employee's accrual and utilization of benefit hours will be provided with the pay stub. All Employees shall enroll in direct deposit.

**Section 28.02 - 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 28.03 - 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 years of the Employee's employment, or the final regular rate received by the Employee, whichever is higher.

**Section 28.04 - 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.

**ARTICLE XXIX**  
**HEALTH AND LIFE INSURANCE**

**Section 29.01**

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 29.02 - Health Insurance Plan/Benefit Structure.**

The benefits structure of the health insurance plan offered by the County at the time of the execution of this agreement is defined in Appendix C. 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 D.

**Section 29.03 - 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 D. If an employee selects an alternate health plan provided by the Employer with a premium rate higher than the health insurance plan defined in 29.02, 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 29.02, 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 29.04 - 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 29.05 - 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 29.04 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 32.04 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 32.04 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 32.04 toward the medical insurance premium cost of the dependent coverage selected by the employee.

**Section 29.06**

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 29.07**

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 29.08**

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 29.09 - 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 (2) two months of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage.

**Section 29.10**

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 XXX**  
**PENSIONS**

**Section 30.01 - 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 Employee benefits.

**ARTICLE XXXI**  
**MISCELLANEOUS**

**Section 31.01 - 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 31.02 - 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 of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of his/her job with or without reasonable accommodations, or unfavorable discharge from the military. It is also illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

**Section 31.03 - Employee Personnel Files**

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

written comments relative to the material. Such comments will then be placed in the personnel file. An Employee may grieve over the factuality or propriety of any material in his/her file only if action is taken by the Employer to discipline the Employee. The Employee shall then be allowed to grieve both the discipline and the material in the file.

**Section 31.04 - 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; 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 while acting in an official capacity, wear or exhibit any button or insignia showing their support for or opposition to a political candidate, party or ballot proposal.

**Section 31.05 - 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.

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

**Section 31.06 - Sexual Harassment Policy**

The Sexual Harassment Policy and Procedures - County-Paid Employees of the Judicial Branch, found in Appendix B, is hereby adopted as the Sexual Harassment Policy.

**ARTICLE XXXII**  
**GENDER**

**Section 32.01**

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

**ARTICLE XXXIII**  
**PARENTAL LEAVE**

**Section 33.01**

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 XXXIV**  
**AUTHORITY OF THE CONTRACT**

**Section 34.01**

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.

**Section 34.02**

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

**ARTICLE XXXV**  
**ENTIRE AGREEMENT**

**Section 35.01**

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

**ARTICLE XXXVI**  
**TERM AND DURATION**

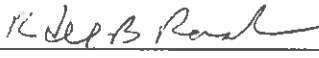
**Section 36.01**

This Agreement shall be effective upon signing and shall continue in full force and effect until December 31, 2022, 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.

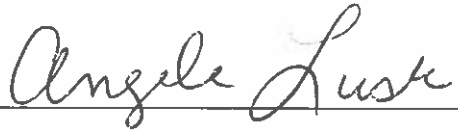
In witness whereof, the parties hereto have set their hand this 7<sup>m</sup> day of October, 2022.

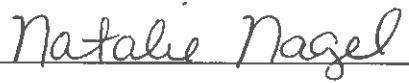
For the Employer:


  
Chief Judge

  
for the Champaign County Board

For the Union:







## APPENDIX A

### FMCS MEDIATION RULES

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

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

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

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

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

#### **Grievance Mediation Agreement**

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

1. In the event that mediation is unsuccessful, any time limits in the parties' collective bargaining agreement will be extended as necessary to permit the grievance to proceed to arbitration.
2. Mediation sessions are private. The grievant is entitled to be present. Non-parties may attend only with the permission of the parties and the consent of the mediator.
3. Any statements made by the parties, other participants, or the mediator during the mediation process, and any documents created for or during the mediation proceedings are inadmissible



and not discoverable for any purpose whatsoever in any pending or subsequent judicial or other proceeding, absent the written consent of all of the parties, the mediator, and FMCS.

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

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

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

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

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

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

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

_____	_____
Name/Title	Organization
_____	_____
Signature	Date
_____	_____

Name/Title

Organization

---

---

Signature

Date

**APPENDIX B**

**CIRCUIT COURT OF ILLINOIS**  
**SIXTH JUDICIAL CIRCUIT**

**CIRCUIT ADMINISTRATIVE ORDER 04-1**

**SUBJECT: SEXUAL HARASSMENT POLICY AND PROCEDURES**  
**COUNTY-PAID EMPLOYEES OF THE JUDICIAL BRANCH**

**I.**

**Statement of Policy on Sexual Harassment**

It is the policy of the Sixth Judicial Circuit of Illinois to provide to all county-paid Judicial Department employees of the Circuit Court, Sixth Judicial Circuit, a work environment free of sexual harassment of and by its employees. Sexual harassment is inappropriate, offensive and illegal and will not be tolerated by the Circuit Court, Sixth Judicial Circuit.

Sexual harassment is defined as any unwelcome sexual advances, or requests for sexual favors, or any conduct of a sexual nature when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or,
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance; or,
- (d) such conduct creates an intimidating, hostile or offensive working environment as measured from the point of view of a reasonable person of the aggrieved party's gender.

The Sixth Judicial Circuit directs all county-paid judicial and non-judicial supervisory personnel within the Circuit Court to ensure their workplaces are free of sexual harassment. Supervisory personnel shall be responsible for supporting training on sexual harassment prevention along with this sexual harassment policy, and shall post and distribute this policy, encourage county-paid Judicial Department employees to report sexual harassment incidents and assure employees they do not have to endure a sexually harassing work environment. Supervisors are to ensure each county-paid employee has been provided with a copy of this policy and has signed an acknowledgment in a form substantially as set forth in Appendix A of this Administrative Order. The acknowledgment shall be placed in the employee's personnel file.

**A. Sexual Harassment Behavior - Examples**

Sexual harassment, as defined above, most frequently involves a man harassing a woman. However, sexual harassment also can involve a woman harassing a man or harassment between members of the same gender. Sexually harassing behavior can include, but is not limited to, the following:

Verbal behavior: negative or offensive comments, jokes, or suggestions about another employee's gender or sexuality, threats related to sexual conduct, repeated unwelcome requests for dates, statements about other employees of a sexual nature, obscene or lewd sexual comments; using slang names or labels that can be considered derogatory or too familiar, such as "honey," "sweetie," "dear," "darling," "boy," "girl," or other terms people may find offensive; or talking about or calling attention to an employee's body or characteristics in a sexually negative or embarrassing way.

Nonverbal behavior: sexually suggestive looks, sexually suggestive or insulting sounds (whistling, catcalls, smacking or kissing noises), or obscene or sexually suggestive bodily gestures.

Physical behavior: unwelcome pats, squeezes, hugs, kissing, pinching, repeatedly brushing against someone's body or actual sexual assault or abuse.

Visual behavior: displaying pictures, cartoons, posters, pinups, calendars, signs, etc., of a nude or sexual nature.

Other behavior that can constitute sexual harassment includes laughing at, ignoring or not taking seriously an employee who experiences sexual harassment; blaming the victim of sexual harassment for causing the problems, continuing the offensive behavior after a co-worker has expressed objection to the behavior; retaliating against an employee who rejects sexual advances by denying promotions or other job-related benefits; or, gossiping about or ridiculing a victim or alleged harasser with respect to the alleged harassment.

## **B. Notification**

County-paid Judicial Department employees are encouraged to report incidents of sexual harassment and/or ask questions about conduct that may be considered sexual harassment in confidence and without fear of retaliation. Employees should immediately report incidents of sexual harassment in the manner set forth below. This includes employees who think they have witnessed another county-paid Judicial Department employee being sexually harassed. Any county-paid Judicial Department employee bringing a good faith sexual harassment complaint or assisting in the investigation of a complaint will not be adversely affected in terms and conditions of employment, nor discriminated against or discharged because of the complaint or assistance.

## **C. Confidentiality**

The disclosure of allegations of sexual harassment shall be restricted to those individuals who have a "need to know." The complaint shall not be discussed with anyone other than those directly involved in the incident or the investigation process in order to protect the confidentiality rights of the alleged harasser as well as the complainant.

#### **D. Harassment by Non-Employees**

With respect to incidents of sexual harassment where the offending individual is not a county-paid Judicial Department employee of the Sixth Judicial Circuit, the appropriate judicial or supervisory personnel shall communicate the alleged conduct to the offending person and/or his employer. They shall be informed that the offensive conduct will not be tolerated and that steps must be taken to assure such actions do not reoccur.

#### **E. Discipline**

Complaints and cases of sexual harassment will be dealt with promptly. County-paid Judicial Department employees who sexually harass others and/or supervisors who knowingly allow such activities to continue, subject themselves to the full range of disciplinary procedure, including reprimand, suspension or discharge, depending on the seriousness and/or frequency of the violations. In the most severe cases, employees are subject to immediate discharge.

#### **F. False and Frivolous Complaints**

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

#### **G. Application of Policy**

This policy and the procedures set forth herein shall be applicable to all officials and county-paid Judicial Department employees of the Sixth Judicial Circuit, whether full-time, part-time, temporary or contractual.

#### **H. Further Information**

Any county-paid Judicial Department employee who has questions about this policy should contact: The Office of Chief Judge, Sixth Judicial Circuit. All inquiries shall be handled in strictest confidence.

#### **I. Review of Policy and Procedures**

The Chief Judge of the Sixth Judicial Circuit of Illinois (hereinafter Chief Judge) is responsible for implementing this sexual harassment policy for the Circuit Court. The Chief Judge shall review the policy and procedures from time to time, the developments in legislation relating to sexual harassment and shall modify this policy in accordance with such changes, as applicable.

## **II. Procedures**

### **A. Initial Step**

Any county-paid Judicial Department employee who believes she or he is being sexually harassed may first communicate offensive behavior to the offending party as directly and firmly as possible and request that it cease forthwith. Employees are particularly urged to take this step if they believe that the offensive conduct may be unintentional. However, if the employee does not feel comfortable confronting the offending party, or feels threatened or intimidated by the situation, or if the behavior does not cease after a confrontation with the offending party, the matter should be reported as set forth below.

### **B. Reporting**

An employee's complaint of sexual harassment may be reported to his or her immediate supervisor, a higher supervisory authority, or Presiding Judge of the county in which the employee is assigned, or Chief Judge, Sixth Judicial Circuit; however, if the alleged harasser is the employee's supervisor or other higher administrative authority, the complaint shall be made directly to the Chief Judge, Sixth Judicial Circuit. If a complaint is filed with the Chief Judge, he or she shall initiate an investigation of the complaint or forward the complaint to a proper party for investigation.

Notwithstanding the foregoing, a complaint alleging that a member of the judicial has committed an act of sexual harassment may be filed with the Judicial Inquiry Board.

The complaint shall be in writing, describing the alleged incident(s) of sexual harassment, the date(s) and time(s) of the incident(s) and any witnesses to the incident(s).

Any complaint of alleged sexual harassment which are received by judicial or supervisory personnel shall be reported in writing to the Chief Judge within seven days, unless the alleged harasser is the Chief Judge, in which event, the complaint shall be reported to the Acting Chief Judge.

### **C. Investigation**

When an appropriate authority has received a complaint alleging sexual harassment, the investigating authority shall promptly initiate an investigation of the complaint. The investigation may be conducted by the judicial or supervisory authority receiving the complaint or by an individual designated to conduct the investigation.

The investigation shall include the following steps:

1. The investigating party shall conduct an interview with the employee registering the complaint. The intent of the interview is to determine a true and complete account of the complaint. The following information should be sought in the interview: severity of conduct; the number and frequency of acts of alleged harassment; the apparent intent of the alleged harasser; the relationship

of the parties; the response of the complainant at the time of the incident(s); and the relevant work environment.

2. To the extent practicable, the investigating party shall interview all other individuals who witnessed or may have witnessed the incident or who may have knowledge of the incident.

3. The investigating party shall interview the alleged harasser and inform the individual that a complaint has been made against him or her. The individual shall be informed that the incident is not to be discussed with co-workers and that retaliatory action against the complaint will not be tolerated.

4. To the extent practicable, the investigating party shall review any other relevant information or evidence and/or interview any other relevant witnesses.

5. The investigating party shall make a written record of the interviews and any other aspects of the investigation.

6. The investigating party shall prepare a written summary of the findings of the investigation and, in appropriate cases, any recommendations for discipline.

7. The findings of the investigation shall be reported to a supervisor of the alleged harasser for appropriate action.

#### **D. Disciplinary Action**

The supervisor receiving the report of the investigation shall review the report and make a determination as to whether the individual charged has committed sexual harassment, and, if so, determine and impose the appropriate discipline. When required by a collective bargaining agreement, and when not inconsistent with the supervisory and administrative authority of the Chief Judge, the discipline will be imposed pursuant to the relevant provisions of the collective bargaining agreement.

The discipline imposed shall reflect the severity of the improper conduct, taking into consideration the nature of the conduct, the frequency of the conduct, the relationship of the parties involved, the intent of the offending party, and any other relevant matters.

Available discipline for sexual harassment includes, but is not limited to, verbal reprimand, written reprimand, transfer, reassignment of duties, demotion, suspension or discharge. In the most severe and blatant cases of sexual harassment, the offending employee may be immediately discharged.

In all cases, the complainant shall be notified of the results of the investigation and the discipline imposed, if any.

#### **E. Appeals**

1. Any party seeking review of a sexual harassment investigation and/or discipline imposed pursuant to this Administrative Order shall transmit a written Notice of Review to the supervisor ruling on the complaint within seven days of the ruling, with a copy of the Notice to all interested parties. The Notice shall state, with specificity, the part or parts of the ruling to be reviewed.

2. The supervisor ruling on the complaint shall, within ten days of receiving the Notice, transmit a copy of the Notice to the Presiding Judge of the county in which the complainant is employed within the Sixth Judicial Circuit, with copies to all interested parties, and shall include:

- (a) The written record of interviews, if any, and any other aspects of the investigation;
- (b) The written summary and recommendations of the investigating party; and
- (c) The findings of the supervisor's ruling on the complaint together with the disciplinary action imposed, if any, and the reasons therefore.

3. Within seven days of the date of the supervisor's transmittal letter, all interested parties may submit written comments, together with case law, if appropriate, to the Presiding Judge of the county in which the complainant is employed within the Sixth Judicial Circuit, with copies to all interested parties, and the supervisor's ruling on the complaint.

4. The findings of fact and conclusions of the supervisor ruling on the complaint shall be held to be prima facie true and correct.

5. Within thirty-nine days of receiving the supervisor's transmittal letter, the Presiding Judge shall, after review of all reports, summaries, comments and findings, enter a written order:

- (a) Affirming or reversing the supervisor's ruling on the complaint in whole or in part; or
- (b) Remanding the matter back to the person ruling on the complaint for further investigation and/or hearing; or
- (c) Affirming the findings of fact and conclusions, but increasing or decreasing the discipline imposed, if any.

6. The Presiding Judge shall transmit the written order to all interested parties and to the Chief Judge, Sixth Judicial Circuit.

7. Any party seeking review of the Presiding Judge's ruling may seek review of such ruling by filing a written Notice of Review to the Chief Judge, Sixth Judicial Circuit, within ten days of receipt of the Presiding Judge's ruling. The Notice shall be sent to all interested parties including the Presiding Judge ruling on the complaint. The party seeking review shall transmit to the Chief Judge all documents noted in Section E(2) of this Administrative Order, together with the Presiding Judge's ruling.

Within seven days of the date of the Notice of Review, all interested parties may submit written comments, together with case law to the Chief Judge, Sixth Judicial Circuit. Within thirty nine days thereafter, the Chief Judge shall make his or her written finding of facts and enter a written order pursuant to Section 5 of this Administrative Order.

Enter: January 6, 2004

Effective: January 12, 2004

Chief Judge  
Sixth Judicial Circuit



**ACKNOWLEDGMENT OF RECEIPT OF  
SEXUAL HARASSMENT POLICY AND PROCEDURES  
COUNTY-PAID EMPLOYEES OF THE JUDICIAL BRANCH  
SIXTH CIRCUIT ADMINISTRATIVE ORDER 04-1**

I hereby acknowledge receipt of Sixth Circuit Administrative Order 04-1 - Sexual Harassment Policy and Procedures, County-Paid Employees of the Judicial Branch.

Name: \_\_\_\_\_ County: \_\_\_\_\_ Position: \_\_\_\_\_  
\_\_\_\_\_  
(Typed/printed)

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Witness: \_\_\_\_\_ Dated: \_\_\_\_\_

## **APPENDIX C**

# 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.

**APPENDIX D**

**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.

CHAMPAIGN COUNTY )  
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 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 7<sup>th</sup> day of ~~September~~<sup>October</sup>, 2022.

  
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For Champaign County

  
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For the Union