

**AGREEMENT**

**BETWEEN**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31**

**AND**

**CHAMPAIGN COUNTY BOARD**

**(HEAD START)**

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**March 1, 2020 to February 29, 2023**

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## **ARTICLE 1**

### **Preamble**

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

## **ARTICLE 2**

### **Definitions**

2.00. “Domestic Partner”: One of an unmarried co-habiting couple when considered as to be equivalent to spouse. Employees shall report domestic partners to the Human Resources Director and must report when a domestic partnership ends. This information will be held in the strictest confidence and would only be shared when necessary.

2.01. “Double split shift”: Three periods of transporting children for class sessions for the Employer in one day with at least one hour off between each period.

2.02. “Employee”: An individual who is a member of the bargaining unit as defined in this Agreement.

2.03. “Full-Time Employee”: An Employee hired for a permanent position vacancy who is scheduled to work a minimum of thirty hours per week.

2.04. “Grievance”: Difference of opinion raised by a non-probationary Employee or the Employer involving the meaning, interpretation, or expressed provisions of this Agreement through the procedures set forth herein.

2.05. “Harassment”: Unwelcome conduct, whether verbal, physical, or visual, that is based upon a person’s protected status, such as sex, color, race, ancestry, religion, national origin, age, physical handicap, medical condition,

disability, marital status, sexual orientation, veteran status, citizenship status, or other protected group status.

2.06. “He”, “him”, “she”, and “her”: Wherever reference to either the male or female gender is used in this Agreement, it shall be understood to include both male and female.

2.07. “Layoff”: A decrease of the existing work force or an abolishment of an existing position. Layoff does not refer to the approximate three-month period over the summer during which school year Employees do not work.

2.08. “Local Union”: The officers of Local 900 or the chapter chairperson, chief steward, steward or other person designated in writing by Council 31.

2.09. “Overtime”: Hours worked in excess of forty (40) hours in a work week.

2.10. “Part -Time Employee”: An Employee hired for a permanent position vacancy who is scheduled to work less than thirty hours per week.

2.11. “Performance Improvement Plan”: A Performance Improvement Plan is a non-disciplinary document used to help an Employee improve his or her performance.

2.12. “School Year Employee”: An Employee employed for the traditional school year months which exclude the period of school summer break.

2.13. “Seniority”: The amount of continuous service with the Employer beginning with the latest date of hire.

2.14. “Sexual harassment”: Unwelcome sexual advances, requests for sexual behavior, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include explicit sexual propositions, sexual

innuendo, suggestive comments, sexually oriented “kidding” or “teasing”, “practical jokes”, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another’s body.

2.15. “Status Employee”: An Employee that has completed his/her probationary period successfully.

2.16. “Summer” or “Summer Break”: The break in programming for part-day and school day classrooms that occurs after programming meets the minimum number of weeks of classroom services required by funding sources, which generally for part-day classrooms runs from mid-May until the August in-service, and for school-day classrooms generally runs from the first week of June until the August in-service.

2.17. “Time worked”: All time in paid status.

2.18. “Union”: Any time the word “Union” is referred to in this Collective Bargaining Agreement, it is referring to AFSCME Council 31 or its staff representative or Employee or other people so designated in writing by Council 31.

2.19. “Work day” or “working day”: Monday, Tuesday, Wednesday, Thursday, or Friday, exclusive of holidays as set forth in the “Holidays” Article or closures under the “Closing of Sites Due to Hazardous Weather or Other Emergency Closing of Sites” Article.

2.20. “Work week”: The one hundred sixty eight (168) hours commencing at 12:00 a.m. Sunday and running to midnight the following Saturday.

2.21. “Year-round Employee”: An Employee who is not a school-year Employee.

### **ARTICLE 3**

#### **Recognition**

3.00. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment

as defined and limited by the Illinois Public Labor Relations Act, for all regular full-time and part-time Employees of the Champaign County Employees in the classifications included in the unit by the Illinois State Labor Relations Board Certification of Representative dated October 28, 1997, in Case No.SRC-98-34 to wit:

Teacher, Pre-K Teacher, Teacher Aide, Family Advocate, Bus Driver, Clerk-receptionist, Secretary, Home Base Teacher (Home Visitor), Cook, of Champaign County Head Start

and also full-time and part-time Employees of the Head Start program hired or transferred into newly created classifications performing the work of the classifications enumerated herein.

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

## **ARTICLE 4**

### **Management Rights**

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



management. The listing of the specific rights in the Agreement is not intended to be nor shall be restrictive or a waiver of any of the rights of management.

4.01. The Local Union will notify the Employer on an annual basis and within thirty (30) days of any change of its officers, chapter chairperson, chief steward or stewards.

## **ARTICLE 5**

### **Union Rights**

5.00. The Employer agrees that the AFSCME staff representative and local representatives shall have reasonable access to the premises of Champaign County buildings or grounds of the Employer, after receiving approval of the appropriate Employer representative, which approval will not be unreasonably withheld, provided, however, that the presence of the AFSCME staff representative shall not interfere with the operations of the Employer. Such 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. Local representatives shall have reasonable access to the premises of the Employer.

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

5.02. Employees shall be paid for scheduled working hours lost when required or entitled as a bargaining committee member, a Union steward, witness or grievant to attend the following: grievance meetings with the Employer, arbitration hearings, meetings for the modifications of this Agreement and meetings called or agreed to by the Employer. Time spent in such meetings outside an Employee's regular work hours will be without pay. If necessary and possible to do so in a manner that does not impede operations, employees shall be allowed a reasonable amount of working time for investigation of grievances.

Notice of at least one (1) day prior to the Employee's absence from work is necessary for excused absence from work, except as set forth in the following paragraph.

5.03. Time Off for Union Activities. Union representatives may be allowed time off without pay for legitimate Union business such as Union meetings, statewide or area-wide Union committee meetings or Council or International conventions. Employees are required to request such time off at least two (2) weeks in advance. Such time off shall not be detrimental in any way to the Employee's record. Time off under this provision will be granted based on the operational needs of the Employer.

5.04. Information Provided to Union.

- a) Once each month, the Employer shall provide the Union with a list of all bargaining unit employees along with the employee's job title, worksite location, work telephone numbers, identification number if available, and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer.
- b) Once every three (3) months, the Employer shall notify the Union in writing of the following transactions involving bargaining unit Employees: promotions, layoffs, and re-employment with the Employer.
- c) Once every six (6) months, the Employer shall furnish the Union the current seniority roster.
- d) The Employer shall notify the Union in writing of any new hire within 10 days of hire. Included with the notice shall be employee's job title, worksite location, work telephone numbers, identification number if available, and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

5.05. The Employer will post the agreement on its website, or as a link to its

website. In addition, the Employer will provide 5 copies at each site in one of the common areas. Employees may use the Employer's printer to print additional copies if needed.

5.06. The Union shall have the opportunity to conduct union orientation for each new bargaining unit employee within the first two weeks of employment in the bargaining unit, or at a later date mutually agreeable to the parties, and in a manner that does not impede operations, including during in-service training days. The Union orientation period shall be one (1) hour and shall take place during employees' regular working hours with no loss of pay to the employees involved.

## **ARTICLE 6**

### **Regulatory and Funding Source Requirements**

6.00 Failure to comply with grant award requirements could result in the Champaign County Head Start being out of compliance and loss of funding for the program. If there is a conflict between this contract and a grant, regulatory or funding source requirement, the requirement will be followed. As soon as it becomes apparent that a Union Contract Agreement is in direct conflict with a requirement, the Employer will notify the Union in writing of said conflict. Notification will contain the requirement in conflict. At the request of the Union, the parties shall then meet to renegotiate the invalidated provision.

Management will provide the Union Chapter Chair with a copy of all grant awards.

## **ARTICLE 7**

### **Labor-Management Meetings**

7.00. The Champaign County Head Start (CCHS) Labor-Management Committee meetings shall be for the purposes of maintaining communication and exchanging ideas in order to cooperatively discuss issues and resolve problems of mutual concern to the parties. The CCHS Labor-Management Committee shall attempt to work as a single unit with a commitment to a consensus decision-making process.

7.01. The Committee shall be composed of no fewer than four and no more than six representatives from the Union and no fewer than four and no more than six representatives of the Employer. Both parties shall choose their own representatives.

The Committee shall meet quarterly, or by mutual agreement, but not more than once per month. Meetings shall be scheduled on days without children present, and shall be without loss of pay when they occur during an Employee's regularly scheduled working hours. Meetings may be scheduled at other times if both parties are in agreement. Labor-Management meetings shall be ninety (90) minutes in length. The meeting chair will alternate between labor and management.

7.02. Meetings shall not be for the purpose of bargaining or discussing active grievances. The Union shall provide its desired agenda to the Employer at least seven (7) working days prior to the day of the meeting, not including the day of the meeting. Management shall provide its desired agenda to the Union at least seven (7) working days prior to the day of the meeting, not including the day of the meeting. If an issue arises after this timeframe, the issue can be added to the agenda by mutual agreement of the parties, or at least presented for consideration at the time of the meeting. Items not presented on the agenda will not be addressed at the meeting. If no agenda is provided, the meeting shall be rescheduled by mutual agreement of both parties. However, the subject of finding ways of improving services through professional development activities will be a subject of discussion at every Labor-Management meeting.

7.03. The CCHS Labor-Management Committee will operate by mutually agreed upon ground rules, which may be amended during the term of the Agreement by mutual agreement.

7.04. When matters which would usually be discussed as above at a Labor-Management meetings arise and are limited to a specific site, the Union or Management may request a site-specific Labor-Management meeting. Such meetings shall be arranged within two weeks of the request by either side, and the parties shall meet during regular work hours. The Chapter Chair, Chief Steward and Staff Representative may be present in any such meeting, to be determined by

the Union, as well as a limited number of members at the site with specific knowledge of the issues being discussed.

## ARTICLE 8

### Wages

8.00. Beginning on March 1, 2020, anyone employed at the time of approval by the County Board shall receive the minimum rates for each job classification, as per the following schedule, or a wage increase of \$0.60 per hour, whichever is greater:

• Bus Driver	\$16.50/hour
• Teacher (CDA)	\$14.00 /hour
• Teacher (AA)	\$15.00/hour
• Teacher (BA)	\$16.50/hour
• Teacher (MA)	\$17.00/hour
• Family Advocate (BA)	\$16.50/hour
• Family Advocate (MA)	\$17.00/hour
• Home Visitor (CDA)	\$14.00/hour
• Home Visitor (AA)	\$15.00/hour
• Home Visitor (BA)	\$16.50/hour
• Home Visitor (MA)	\$17.00/hour
• Preschool Teacher (certified)	\$26.50/hour
• Teacher Aide	\$13.25/hour
• Clerks	\$13.25/hour
• Cook	\$13.25/hour

8.01. On the second payday following March 1, 2021, Employees who are employed as of March 1, 2021, and are still so employed as of the last day of the second full pay period, shall have their base wage rate, exclusive of differentials or premiums, permanently increased by federal COLA or 1%, whichever is greater.

8.02. On the second payday following March 1, 2022, Employees who are employed as of March 1, 2022, and are still so employed as of the last day of the

second full pay period, shall have their base wage rate, exclusive of differentials or premiums, permanently increased by the federal COLA or 1%, whichever is greater.

8.03 Teacher Aides and Home Visitors who earn a Child Development Associate credential while employed shall receive a three and one-half (3.5) % increase to their base wage rate. The pay increase will take effect with the first full pay period following submission of the credential to the Employer.

8.04. Teacher Aides, Home Visitors, and Early Head Start Teachers who attain an Associate Degree in Early Childhood Education or other Associate Degree whose transcript has been evaluated by the Employer to be equivalent to a degree in Early Childhood Education will receive a 5% increase in their base wage rate, upon presentation of the diploma to the Employer.

Non-teaching staff who attain an Associate Degree in a field consistent with their professional development plan approved by the Employer, will receive a 5% increase in their base wage rate, upon presentation of the diploma to the Employer.

8.05. Teachers, Home Visitors, and Teacher Aides who during the term of this contract obtain a Bachelor Degree in Early Childhood Education or other Bachelor Degree whose transcript has been evaluated by the Employer to be equivalent to a degree in Early Childhood Education, or for non-teaching staff, in a field consistent with their professional development plan approved by the Employer, will receive a 7% increase to their base wage rate, except that if they have previously received an increase for an Associate Degree, they will receive a 2% increase.

8.06. Preschool Teachers, Teachers, Home Visitors, Family Advocates, and Teacher Aides who during the term of this contract obtain a Master's Degree in Early Childhood Education or other Master's Degree whose transcript has been evaluated by the Employer to be equivalent to a degree in Early Childhood Education, or for non-teaching staff, in a field consistent with their professional development plan approved by the Employer, will receive a 5% increase to their base wage rate.

The pay increase will take effect the first full pay period following the submission to the Employer of the diploma or other documentation, including

transcripts, from the college or university awarding the degree confirming that the qualifying degree has been awarded to the Employee.

8.07. Bus drivers working a double split shift will receive a “shift differential” of \$.75 per hour. This differential is not a part of the base rate for the purpose of determining wages or the increase of the Employee’s wages. For purposes of this paragraph, “double split shift” is defined as three periods of transporting children for class sessions for the Employer in one day with at least one hour off between each period.

8.08. Employees hired after May 2000 who are bilingual in a language determined by the Employer to be needed for translation services, will receive a \$.50 per hour premium. Said premium is not part of the base wage for the determination of Cost of Living or other salary increases and will be in effect only as long as the need exists, as determined by the Employer.

8.09. If the non-bargaining unit Employees receive an across the board raise greater than the COLA provided to the bargaining unit Employees, the bargaining unit Employees’ across the board raise will be elevated to match that of the non-bargaining unit Employees. Merit pay or movements to minimum pay rate for non-bargaining unit Employees are not ‘across the board’ raises for purposes of this Article. However, if the non-bargaining unit Employees receive raises that average more than six (6) percent in a calendar year, then bargaining unit Employees will have their base rate increased by the percentage above six (6) percent.

8.10. Bargaining unit Employees directed by the Employer to use their personal vehicles to travel for work shall have mileage reimbursed at the rate given in the current year IRS provision for mileage for business purposes.

## **ARTICLE 9**

### **Checkoff and Union Security**

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

- a) Union membership dues, assessments, or fees;

- b) Union-sponsored benefit programs;
- c) PEOPLE deductions.

Request for any of the above shall be made on a form agreed to by the parties.

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

9.02. Employer shall be obligated to make such deductions until notified in writing that the Employee is revoking or amending Employer's authorization. Deductions shall be made in accordance with the terms of an employee's written authorization.

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

## **ARTICLE 10**

### **Paychecks, Paycheck Errors and Deductions**

10.00. Paychecks. Payroll periods end every other Saturday night at 12:00 p.m. and pay periods begin at 12:01 a.m. on Sunday morning. Employee direct deposit pay stubs are emailed on the first Friday following the end of a pay period and include all deductions from gross pay. All employees shall enroll in direct deposit. In the event that an employee has difficulty obtaining an account for direct deposit, the parties agree to meet to discuss alternative forms of payment.

10.01. 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 Early Childhood Division Director.

10.02. Deductions. The following deductions may be made from an Employee's pay in accordance with the established benefits, legal requirements and/or Employee option: (1) Federal and State Income Tax; (2) FICA (Social Security); (3) IMRF (Illinois Municipal Retirement Fund); (4) Employee paid insurance premiums (5) Deferred Compensation; (6) United Way; (7) Credit Union; (8) Others as requested and/or approved.

10.03. Separate checks will be written for bonuses, expenses, mileage reimbursements and education reimbursements.

## **ARTICLE 11**

### **Final Paycheck**

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

## **ARTICLE 12**

### **Pensions (ILLINOIS MUNICIPAL RETIREMENT FUND/ IMRF)**

12.00. The benefits of the Illinois Municipal Retirement Fund and eligibility for IMRF are determined by the state law and not by the County. The benefits are subject to change in accordance with IMRF regulations. Employees will be notified of changes in benefits by the County and/or IMRF. Included are temporary and permanent disability payments, pension and death benefits. Information is currently available at [www.imrf.org](http://www.imrf.org).

## **ARTICLE 13**

### **Credit Union**

13.00. Employees are eligible to join the University of Illinois Employee's Credit Union.

## **ARTICLE 14**

### **Health and Life Insurance**

14.00. The Employer will offer insurance plan(s) selected by the Labor Management Health Insurance Committee. Employees shall be eligible for health insurance coverage if they work at least thirty (30) hours per week and have completed at least ninety (90) days 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. Changes in insurance benefits shall take effect following an open enrollment period, or a qualifying event, as has been the Employer's practice.

14.01. Employees laid off due to lack of work will not be eligible for Employer-paid health insurance.

14.02. In anticipation of summer break, school year Employees must notify their supervisor in writing on or before May 1 of each year of the election to receive Employer-paid health insurance. Employees who apply for unemployment compensation benefits or fail to make a timely election under this paragraph will be ineligible for Employer-paid health insurance. Those Employees electing health insurance coverage under this paragraph must pay their portion of the health insurance premiums by Employer withholding from their check prior to summer break.

14.03. Effective January 1, 2020, through December 31, 2020, Employees will pay 10% of the monthly premium for single coverage of for the least expensive Employee health insurance plan offered to Champaign County Employees but not more than \$65.00 per month.

Beginning January 1, 2021, the County shall pay eighty-nine percent (89%) of the monthly premium cost of the employees' single coverage and the employee shall pay eleven per cent (11%) up to \$70/month. Beginning January 1, 2022, the County shall pay eighty-eight percent (88%) of the monthly premium cost of the employees' single coverage and the employee shall pay twelve percent (12%) up to \$75 per month. Beginning January 1, 2023, the county shall pay eighty-seven per cent (87%) of the monthly premium cost of the employees' single coverage and the employee shall pay thirteen percent (13%) up to \$80 per month.

If more than one Employee health insurance plan is offered by the Employer and the Employee chooses a plan with a premium higher than that of the least expensive health plan offered, the Employee shall pay the difference in premium plus the Employee portion of the premium described above. The Employer shall pay the remaining premium for single coverage for the least expensive plan offered. For any plan, the Employee shall pay the cost of dependent coverage.

The Employee shall pay the balance of the monthly premium for the health insurance benefits he has selected, including 100% of the monthly medical insurance premium costs for the Employee's dependents, except in the case where both spouses or domestic partners are employed by the County. When spouses or domestic partners are both employed by the County, the County shall pay the designated premium for the spouse or domestic partner who signs up for family coverage, and the County shall contribute to the family coverage on behalf of the second spouse or domestic partner, an amount equal to the lowest premium contribution for any plan to be paid by the County in that fiscal year or an amount equal to the balance due for that couple's family/dependent coverage, whichever is less.

14.04. Any Employee subject to this Agreement who does not elect health insurance under this Article shall receive \$.50 per hour for hours worked or for paid leave the Employee takes under other pertinent Articles in this Agreement. For Employees who elect this option, such premium in pay shall take effect in the same pay period as for those Employees who elect health insurance coverage. This premium is not a part of the base rate for the purpose of determining wages or the increase of the Employee's wages.

14.05. 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 ninety (90) days of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage. School year Employees who timely elect health insurance under this Article shall retain life insurance over summer break.

14.06. 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.

14.07. Employees subject to this Agreement shall be eligible for the same supplemental insurance plans available to Champaign County Head Start non-bargaining unit Employees. The cost of the premium for such policies is entirely at the Employee's expense.

## **ARTICLE 15**

### **Holidays**

15.00. The following are paid holidays for eligible Employees:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Spring Break	Friday before Easter
Memorial Day	Last Monday in May
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

15.01. 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. If a holiday falls on a Friday and Saturday, Thursday and Friday will be taken off. If a holiday falls on Sunday and Monday, Monday and Tuesday will be taken off.

15.02. In order to be eligible for a paid holiday, the Employee, including school year staff substituting during the summer, must work the scheduled working day immediately preceding and immediately following the holiday, unless the Employee's absence is excused by the Employer, including bereavement and furlough days. Approved paid days off the day before and the day after will count as time worked for the purpose of computing paid holiday eligibility.

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

15.04. Eligible Employees who do not work on a holiday shall receive pay computed at their regular straight-time hourly rate of pay for the number hours they are normally and regularly scheduled to work immediately prior to the holiday, not to exceed eight (8) hours.

15.05. Employees who work on a holiday shall receive pay computed at twice 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 the event an Employee works on a holiday but for less than the Employee's regular day, the Employee shall be paid at twice the regular rate of pay for hours worked and the regular rate of pay for the difference in hours between the hours actually worked and the hours regularly worked. In no event shall the pay for hours worked on a holiday exceed twice the Employee's regular straight time rate of pay.

## **ARTICLE 16**

### **Vacations**

16.00. Accrual. Year-round Employees shall earn paid vacation time each pay period in accordance with the following schedule.

Employees with less than 5 years of continuous employment: .038534 hours per each hour paid up to 10 days annually.

Employees with 5 or more years but less than 10 years of continuous employment: .057734 hours per each hour paid up to 15 days annually.

Employees with 10 or more years but less than 15 years of continuous employment: .076934 hours per each hour paid up to 20 days annually.

Employees with 15 or more years but less than 20 years of continuous employment: .08076923077 hours per each hour paid up to 21 days annually.

Employees with 20 or more years but less than 25 years of continuous employment: .08461538462 hours per each hour paid up to 22 days annually.

Employees with 25 or more years of continuous employment: .09615384615 hours per each hour paid up to 25 days annually.

16.01. Employees are encouraged to take their vacations during the year. Employees will be allowed to maintain a balance of up to two times their annual rate of accrual. Employees shall not accrue vacation time during periods of unpaid leave.

16.02. Use. Vacation time may be taken in increments of no less than one quarter (.25) hour and any time after it is earned.

16.03. Taking into account the operating needs of the Employer, Employees submitting vacation requests to their supervisor will be granted said vacation request on a first come, first served basis. In the event more than one Employee at

any one site requests vacation on the same day for the same time period, the supervisor will grant vacation by order of seniority. Vacation requests will not be accepted more than one year in advance of the requested vacation date.

16.04. School year Employees do not earn vacation per the foregoing paragraphs, and shall, therefore, be paid their regularly scheduled hours during the winter break when classes are not in session. Part-time school year Employees will be paid during this break on a pro rata basis.

## **ARTICLE 17**

### **Personal Leave**

17.00. Accrual. Employees shall accrue personal leave at the following rates:

Employees with not more than twelve (12) months continuous employment shall earn one (1) day personal leave annually, except that no personal leave shall be taken prior to the successful completion of three (3) months employment.

Employees with less than six (6) years but more than twelve (12) months of continuous employment shall earn two (2) days personal leave annually.

Employees with more than six (6) years but less than fifteen (15) years of continuous employment shall earn three (3) days of personal leave annually.

Employees with more than fifteen (15) years of continuous employment shall earn four (4) days of personal leave annually.

School year Employees shall accrue one (1) additional day per school year as paid personal leave.

17.01. A regular part-time Employee shall be granted personal leave proportionately. Part-time Employees vest for personal days on the same schedule as set forth above for full-time Employees.

17.02. Employees will be required to use all personal days annually or they will be lost.

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

## **ARTICLE 18**

### **Military Leave**

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

## **ARTICLE 19**

### **Jury and Witness Leave**

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

19.01. If an Employee is served a subpoena to appear as a witness for a matter relating directly to his/her employment, the individual will be paid his/her normal salary during the time the Employee is required to be away from his/her



place of work. If the testifying Employee is not scheduled for work shift during the time he/she is required to be present, the Employee will still be paid his/her normal wage, subject to the overtime provisions contained in this Agreement, for the time the Employee has been required to attend the proceeding.

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

19.03. Supervisors shall maintain records of the days on which jury and witness duty is served by Employees.

## **ARTICLE 20**

### **Bereavement**

20.00. Full-time and part-time Employees shall be granted paid bereavement leave for the scheduled working hours on five (5) consecutive workdays following the death of a spouse, domestic partner, child (including adopted or step-child) or parent (including adoptive or step-parent), brother or sister, and for the scheduled working hours on three (3) consecutive workdays following the death of a grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law or grandchild.

20.01. The Employee may request up to five (5) additional days for bereavement leave following the death of any relative identified in the preceding paragraph. These days will be without pay, unless the Employee has remaining personal or vacation days, in which case such days shall be used. Approval of additional leave under this paragraph shall not be unreasonably withheld.

20.02. The Employee may request to use a personal or vacation day or take a day without pay following the death of a step-brother/sister or a brother- or sister-in-law. Such requests shall not be unreasonably denied.

20.03. The Employer may request verification of the need for additional time.

20.04. In the event of the death of a child enrolled in the Head Start or Early Head Start program the Family Advocate or Home Visitor assigned to work with the family of that child will, upon providing notice no later than 48 hours prior to the event, be allowed up to one and one-half hours to attend the child's funeral without loss of wages during regularly scheduled hours.

## **ARTICLE 21**

### **Sick Leave**

21.00. Employees with less than ten (10) years with the Employer shall earn paid sick leave at the rate of .038 hours per each hour paid per pay period up to a total of ten (10) days annually. Those Employees having ten (10) or more years with the Employer shall earn paid sick leave at the rate of .046 hours per each hour paid per pay period up to a total of twelve (12) days annually.

Maximum accumulation of sick leave is two hundred forty (240) days. Sick leave may be used for illness, disability, injury, medical or dental appointment of the Employee or an Employee's husband, wife, mother, father, children, domestic partner, and brother or sister, if the brother or sister resides in the Employee's household, or other human members of the Employee's household. Such leave may be used in increments of fifteen (15) minutes at a time.

21.01. Employees utilizing sick leave shall notify their supervisor of the necessity for sick leave as soon as practicable and the approximate length of absence required when possible. The Employer shall have the right to make such investigation of absences due to sick leave as it may deem necessary and may require an Employee to furnish evidence of the illness, disability or injury. The Employer shall have the right to reject the claim for sick leave but will not reject the claim arbitrarily. The Employer may ask for a second opinion from a doctor of the Employer's choosing at the Employer's expense. If the Employee's doctor and the Employer's doctor disagree and the Employee does not accept the Employer's doctor's opinion, the Union and the Employer will select a third doctor whose opinion will be binding. Employees who fail to call a supervisor to notify him or her of an absence and fail to report to work for two consecutive days will be deemed to have terminated their employment and be removed from the payroll only after three attempts by management to reach the employee.

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

21.03. 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 (1) month for every twenty (20) days of unused, unpaid sick leave or fraction thereof.

21.04. Limited or Light Duty Policy- If in the determination of the Employer, the Employer has "limited or light duty" work available, the Employer shall offer such work to Employees who have appropriate physician's medical release. This "limited or light duty" work shall be considered a temporary offering and not the creation of a new permanent position.

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

## **ARTICLE 22**

### **Family and Medical Leave Act**

22.00. Under the Family and Medical Leave Act of 1993 ("FMLA"), eligible Employees are allowed to take unpaid leaves of absence for certain specified purposes.

22.01. Eligible Employees. An Employee is eligible for FMLA leave if the Employee has worked for at least twelve (12) consecutive or non-consecutive months and has performed 1,250 hours of service during the previous twelve (12) month period.

22.02. Leave Requirements. Head Start will extend up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period to eligible Employees. The twelve (12) month period shall be a “rolling” twelve (12) month period measured backward from the date an Employee uses any FMLA leave:

- a) To care for a newborn child during the first twelve (12) months after birth;
- b) Because of the placement of a child for adoption or foster care within twelve (12) months after the placement;
- c) To care for the Employee’s spouse, son, daughter or parent (or certain other persons in a “parent” capacity) with a serious health condition;
- d) To attend to the Employee’s own serious health condition involving inpatient care or continuing treatment which causes inability to perform his/her job.

22.03. Length of Leave. If medically necessary, a leave relating to a serious health condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. However, an Employee who requests leave due to birth or adoption may not take leave intermittently. When both spouses are employed by the County, the total number of workweeks of leave utilized by both spouses will be limited to 12 workweeks if the leave is taken because of the birth of a son or daughter and in order to care for the son or daughter, the placement of a son or daughter with the Employee for adoption or foster care, or to care for a sick parent of the one of the Employees if the parent has a serious health condition.

22.04. Notice and Certification. When leave is reasonably foreseeable, the Employee must provide thirty (30) days advance notice of the leave to his/her supervisor. The Employer may require the Employee to furnish medical certification of the illness, disability or injury, which must also state the expected duration of the leave. Forms for such certification are available from the Human Resources Director or online at [www.dol.gov/esa/whd/fmla](http://www.dol.gov/esa/whd/fmla).

If there is reason to doubt the validity of the certification, Head Start may, at its own expense, require the Employee or family member to obtain from a doctor

of Head Start'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 Employer may require a third opinion, which will be a doctor chosen by the first two doctors. The Employer shall pay the cost of the third opinion. The third opinion shall be final and binding.

If the Employer determines a medical certification to be insufficient, the Employer will specify in writing what information is lacking and give the Employee at least seven (7) days to cure the deficiency. If an Employee does not cure a deficient certification, a management official or human resources professional (not the Employee's immediate supervisor) may directly contact an Employee's health care provider for authentication or clarification. If the Employee does not give the Employer permission to contact his/her health care provider, and the Employee does not otherwise clarify the certification, the Employer may deny the FMLA request.

The Employer may also require that an Employee obtain subsequent re-certification every six (6) months. The Employer may require recertification on a monthly basis under circumstances as set forth in the Act.

22.05. The Human Resources Director or her designee shall send notification to an Employee of FMLA Leave approval within five (5) days of receipt of the required verification/ certification. If an Employee is denied FMLA Leave, the Employer will give the Employee at least one reason for the ineligibility. Written requests for FMLA will receive a written denial or approval.

22.06. Compensation/Benefits During Leave. During unpaid leave time, an Employee's wages and other benefits are not paid or accrued except for seniority and health insurance, which will be continued on the same basis as if the Employee continued in active status. The Employee's portion of 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.

22.07. Return to Work. At the conclusion of leave, an Employee will be restored to the position he/she held at the time the leave began or to an equivalent position with equivalent benefits, pay and other terms and conditions subject to the

Layoff and Recall Article. Fringe benefits accrued prior to the leave will not be lost as a result of the leave. However, Employees do not accrue Employee benefits during the period of unpaid leave.

22.08. Substitution of Paid Leave for Unpaid Leave. Paid leave will run concurrent with FMLA leave under certain circumstances:

- a. The Employer will require an Employee to substitute any accrued paid vacation and personal leave for unpaid FMLA leave taken because of the birth or adoption of a son or daughter of the Employee in order to care for the son or daughter, because of the placement of a son or daughter with the Employee for adoption or foster care, or in order to care for the spouse, son, daughter, or parent of the Employee if the spouse, son, daughter or parent has a serious health condition.
- b. The Employer will require an Employee to substitute any accrued paid vacation, personal and sick leave for unpaid FMLA leave taken because of the Employee's own serious health condition that makes the Employee unable to perform the functions of the Employee's position.
- c. Employees may choose to use compensatory time for FMLA leave but are not required to do so.

Notwithstanding these provisions, the Employee may reserve up to sixty percent (60%) of his/her accrued paid time. The sixty (60) percent will be calculated from the first date the leave is used, or from the date the leave is certified, whichever is later.

22.09. 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.

22.10. Military Leave Provisions of FMLA.

- a. Family members (spouse, son, daughter, or parent) of National Guard and Reserve service members are entitled to up to twelve (12) weeks of qualifying exigency leave (issues arising from being

called to or on active duty status) in a twelve (12) month period. Such leave may be taken intermittently. The Employer may require DOL form WH-384 to verify eligibility.

- b. Family members (parent, spouse, son, daughter, or next of kin) of covered military service members are entitled to up to twenty-six (26) weeks of wounded service member leave. An eligible Employee is limited to a combined total of twenty-six (26) weeks of leave for any FMLA-qualifying reason in a twelve (12) month period. Such leave may be taken intermittently when medically necessary.
- c. The benefit and return to work provisions in sections 22.06 and 22.07 of this article apply to military FMLA leave.
- d. The Employer may request certification for military FMLA Leave. Acceptable forms of certification include: service members' active-duty orders, Invitational Travel Orders, Invitational Travel Authorizations, certification by an authorized health care provider, or Department of Labor forms. If an Employee submits an acceptable form of certification, the Employer may not request additional information.
- e. Second and third opinions and recertification are not permitted for certification of a covered service member's serious injury or illness or of a qualifying exigency. The Employer may use a health care provider, a human resource professional, or a management official (not the Employee's direct supervisor) to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA. Additionally, the Employer may contact the individual or entity named in a certification of leave for qualifying exigency for purposes of verifying the existence and nature of the meeting.

## **ARTICLE 23**

### **Leave of Absence Without Pay (LOA)**

23.00. A Leave of Absence Without Pay (LOA) may be granted for short-term disability or other reasons other than those covered by the Family Medical Leave Act as approved by the Human Resource Director or her designee of the Regional Planning Commission. Family Medical Leave may run concurrently with a leave of absence without pay. Where written notice is required in this Article, and the LOA will run concurrent with FMLA Leave, notice may be oral in accordance with the FMLA.

23.01. An Employee must use all of his/her available accrued benefit time, including sick time, if appropriate, and compensatory time, before beginning a leave of absence without pay. However, the Employee may choose to reserve the equivalent of three days of accrued benefit time. Benefit time is exhausted when less than one (1) hour is available to be taken.

23.02. A LOA of sixty (60) days or less may be approved by the Chief Executive Officer or his designee. The Employee shall notify his or her immediate supervisor, in writing, including the reason and expected length of the absence, at least five (5) working days prior to the extended LOA. The supervisor will provide, in writing, his/her recommendation for approval or disapproval to the Chief Executive Officer, and the reason(s) therefore. The supervisor shall then notify the Chief Executive Officer of the request, in writing, at least three (3) working days prior to the LOA.

23.03. An Employee may request an extended LOA of more than sixty (60) days and less than five (5) months. Such a request must first be approved by the Regional Planning Commissioners. The Employee shall notify his or her immediate supervisor, in writing, including the reason and expected length of the absence, at least ten (10) working days prior to the extended LOA. The supervisor will provide, in writing, his/her recommendation for approval or disapproval to the Chief Executive Officer, and the reason(s) therefore. The supervisor shall then notify the Chief Executive Officer of the request, in writing at least three (3) working days prior to the extended LOA. The Chief Executive Officer will submit the written request to the Commissioners at the Commission's next regularly scheduled meeting. The Commission shall approve or deny the extended leave of



absence request at the same meeting.

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

23.05. An Employee who does not report for work at the end of an approved leave of absence shall be deemed to have resigned as of the date of the Employee's next scheduled work day after the expiration of the leave of absence. 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 Chief Executive Officer of negative Commission action regarding a leave request shall be deemed to have resigned.

23.06. All leaves of absence 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 time). The Employer will continue to pay the Employer's contribution for health insurance coverage and the Employee may receive creditable service for IMRF and leave benefits, not to exceed five (5) months; however, the Employee must comply with IMRF requirements for creditable service. Time spent on an approved Leave of Absence will count toward determination of length of service with the Employer in computing benefits when the Employee returns to work. The Employee remains responsible for payment of any additional individual or dependent coverage premiums for health insurance or payment for Health Maintenance Organizations premiums while on an approved leave of absence.

23.07. The Chief Executive Officer shall provide copies of an approved LOA which include the various terms and conditions of the leave to the following:

- a) Employee
- b) Insurance Specialist in County Administrative Services
- c) Payroll Accountant in County Administrative Services

23.08. Before an Employee may return to work from a leave of absence granted due to a short-term disability (either Chief Executive Officer approved sixty (60) day leave or additional three (3) months approved by the Commission),

the Employee must have a doctor's statement approving the return to work in the Employee's position.

23.09. 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. Requests beyond the leave of absence benefits granted by this policy may be referred by the Chief Executive Officer to the Commission for final approval. The approval of an extended leave of absence maintains length of service credits. However, Employer-paid health insurance benefits will not be provided, if a leave of absence is approved or extended to an Employee for a period longer than the period stipulated by this policy. An Employee on an approved leave of absence will be allowed to maintain health insurance benefits for a period of up to one (1) year at his/her cost.

23.10. A leave of absence necessitated by a work-related injury or work-related illness will be granted as a right under the earlier sections of this Article. The Employee shall not be required to exhaust benefit time. When the request for leave is due to a work-related injury or work-related illness, accrued benefit time may be used to supplement Worker's Compensation or Worker's Occupational Disease benefits, not to exceed the Employee's normal compensation at the option of the Employee.

23.11. The Chief Executive Officer may fill a position that is vacant due to an Employee being on an approved leave of absence with a temporary Employee if sufficient funds are budgeted. Employees hired to fill a vacancy created by a leave of absence are temporary and are not entitled to any of the benefits of this Agreement.

## **ARTICLE 24**

### **Educational Leave**

24.00. A leave of absence for a period not to exceed one (1) year may be granted to an Employee in order that the Employee may attend a recognized college or university, provided that the course of instruction is related to the Employee's employment with the Employer and is of benefit to his/her service

with the Employer. Before receiving the leave, the Employee shall submit to the Employer satisfactory evidence that the college or university has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term.

24.01. The Employer shall not pay corresponding tuition or fees for an Employee on Educational Leave.

24.02. An Employee who is granted an Educational Leave will be returned to his/her prior position at the end of such leave, unless the position has been eliminated.

24.03. An Employee who does not report for work at the end of an approved Educational 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 Educational Leave. 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 site supervisor shall be deemed to have resigned.

24.04. All Educational Leaves shall be without payment of salary from the Employer. Employees on approved Educational Leave will not earn or accrue benefit time (vacation, sick, holiday or personal leave). Employer-paid health insurance benefits will not be provided if the Education Leave is approved or extended to an Employee for a period longer than four (4) months. An Employee on an approved Educational Leave will be allowed to maintain his/her health insurance benefits for a period of up to one (1) year at his/her costs. 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 by payroll deduction. The Employee may receive creditable service from IMRF and leave benefits, not to exceed five (5) months; however, the Employee must comply with IMRF requirements for creditable service.

24.05. Leaves will be granted or extended under this policy unless there is good cause to deny said leave request.

## **ARTICLE 25**

### **Workshops and Seminars**

25.00. It is the policy of Champaign County Head Start to encourage and support, within budget constraints, continuing training for its Employees through workshops and seminars. In those instances when the Employer provides notice to its Employees of upcoming events, such notice shall be provided to all Employees by posting notice of such training in a prominent place. This paragraph does not impose a duty of discovery on the Employer to learn of workshop and seminar opportunities.

25.01. All workshops and conferences must be related to the position the Employee holds with Champaign County Head Start.

25.02. Employees interested in attending seminars or training not requested by the Employer shall be subject to the following:

- a. Employees interested in taking workshops, with the approval of their supervisor, must submit a copy of the workshop/seminar pamphlet or agenda to the Human Resources Director.
- b. The Human Resources Director will verify with the appropriate supervisor that the workshop/seminar is relevant to the Employee's position and to the Head Start program. The Human Resources Director will then verify with the Finance Department that funds are sufficient and available to cover the workshop/conference and related travel expenses. For information on for travel, see Champaign County and Champaign County Regional Planning Commission Travel Policies.
- c. Upon approval, the Employee will complete the workshop/conference registration form and return it to the Human Resources Director. The Human Resources Director will submit the registration form to the Finance Department for payment. Processing of this paperwork may take two (2) to three (3) weeks.

25.03. If the Employer directs or approves an Employee to attend a

workshop or seminar, that Employee will be compensated for his/her time at his/her hourly wage for the duration of the workshop and the Employer will pay the registration fee.

25.04. Travel expenses shall also be paid for Employees who attend Employer-approved or directed workshops and seminars.

## **ARTICLE 26**

### **Educational and Vocational Training Reimbursement**

#### 26.00. Policy

It is the policy of Champaign County Head Start to encourage and support, within budget and reason, continuing education and vocational training for its Employees related to the individual's position or to a position within the program to which the Employee aspires. Priority will be given to non-probationary positions identified by Head Start regulations as priority for undergraduate degrees or for courses that meet critical needs of the program.

For Employees seeking education/training reimbursement, it is the intent of Champaign County Head Start to utilize Training and Technical Assistance Grant funds to pay up to one-half of tuition and related book fees for classes targeted to a degree program, related to an Employee's current position or to a position within the program to which the Employee aspires. Reimbursement may be made in excess of one-half the cost for approved classes and books if, in the Employer's determination, sufficient Training and Technical Assistance Grant funds are available for the remainder of the Head Start fiscal year. Reimbursement for classes leading to an Illinois Board of Trustees degree will not be approved unless coursework for such A degree-is equivalent, as determined by the Employer, to the coursework required for a degree in Early Childhood Education.

There is no guarantee, either expressed or implied, that once an Employee begins work towards a degree that money will be available each semester to fund the completion of the degree.

## 26.01. Reimbursement Procedure

An Employee interested in being reimbursed for taking courses must submit a Request for Reimbursement form with itemized documentation or receipt(s) from the institution for the desired class tuition and book fee to the Human Resources Director and the courses and/or degree program must be documented as part of her Professional Development Plan. For staff seeking reimbursement for courses leading to a degree, an outline of the degree program, including a listing of prerequisite, required and elective courses, must be submitted with the initial Professional Development Plan :

If funds are available and the course is determined by the Employer to be relevant, approval for reimbursement will be granted.

Upon approval, the Employee will submit an itemized receipt(s), if not previously submitted, to the Human Resources Director. Itemized receipts must be submitted no later than two months after the expenses were incurred and within the grant year in which they were incurred or no reimbursement will be paid. Payment will be made to the Employee within a month of receiving complete and accurate paperwork from the Employee.

## 26.02. Direct Payment to Educational Institution

If funds are available and the course is determined by the Employer to be relevant, the Employee may request that payment be made directly to the institution at the start of a semester. For such a request, the Employee will submit all of the same paperwork described above in advance of taking the course(s). Should the Employee begin the course prior to receiving approval for payment to the institution providing instruction and such approval be denied, the Employee bears the full expense of the class(es) and related book fees. Employees shall submit to the Human Resources Director any request for payment to be made directly to the institution at least one month prior to the payment due date as set by that institution. Approval for such requests will not be unreasonably withheld or lengthy in determination for those courses that meet critical needs of the program.

## 26.03. Employees Receiving External Financial Aid.

In the event the Employee's coursework/training is funded by a grant from

any source other than the Employer, the reimbursement by the Employer will be limited to any difference between the grant funding awarded the employee and the cost of the tuition/training and books for such coursework or training.

#### 26.04. Repayment to the Employer

Staff who receive financial assistance for 12 or more credit hours must work for Champaign County Head Start for at least three years after the last class for which they receive financial assistance or repay a prorated amount of the financial assistance received.

Staff who receive assistance for fewer than 12 credit hours that result in the attainment of a Bachelor's or advanced degree must work for Champaign County Head Start for at least three years after receiving the degree or repay a prorated amount of the financial assistance received.

If an Employee withdraws from a course for which the Employer has paid class and/or book fees, the Employee shall repay to the Employer the portion it paid for such class(es) and/or related book fees.

If an Employee receives an “incomplete” grade for a course for which the Employer had paid class and/or book fees, the Employer shall determine a reasonable amount of time for the Employee to complete the course and receive a grade. If after a reasonable amount of time, the Employee has not completed the course(s) and has not provided documentation of any extenuating circumstances to explain the failure to complete the coursework, the Employee shall repay the Employer the portion it paid for such class(es) and/or related book fees.

If the Employee fails to submit grades, fails to complete the course or fails to receive a grade of ‘C’ or higher, the Employer will require repayment of all fees paid by the Employer pertaining to that class.

An Employee who voluntarily leaves employment while taking a course for which the Employer has paid tuition and/or book fees shall repay the Employer the portion it paid for such class(es) and/or related book fees.

When repayment of tuition and book fees is required of an Employee for any reason, a bill, payable to Champaign County Head Start, will be sent to the

Employee. Payment is expected upon receipt. If the Employee is able to prove that such repayment would cause financial hardship, the Employer will design a reasonable payment plan. Failure to adhere to the payment plan may result in garnishment of wages.

In order for an Employee to receive assistance under this Article, the Employee shall agree, in writing, that the Employee is responsible for repayment under this Article, to repay any amount owed the Employer under this Article, that any remainder of the amount owed may be withheld from the final paycheck to the fullest extent permitted by law, and that nothing in this Agreement otherwise affects or diminishes the rights of the Employer to pursue other legal remedies in order to recover any unpaid reimbursement in accordance with this Article.

Extenuating circumstances relative to reimbursement requirements or procedures may be taken under consideration by the Early Childhood Division Director and the Chief Executive Officer.

26.05. All homework for any class in which an Employee is enrolled must be done on the Employee's own time unless a Champaign County Head Start classroom is being used as a site for a teaching practicum, etc. Such use requires prior approval by the Employer.

26.06. The Employer will endeavor to allow flexible schedules for Teachers or Teacher Aides who need such a schedule to meet the educational/credential requirements set by the Office of Head Start. The Employer will allow Employees to apply work in their current position toward degree or credential requirements if permitted by the educational institution where the Employee is enrolled for the degree or credential.

## **ARTICLE 27**

### **Safety and Health**

27.00. The Employer agrees to provide Employees with a reasonably safe and healthy working environment. The Employer agrees to enforce and continue implementation of applicable laws governing health and safety in the workplace. The Employer shall have the right to make reasonable rules to ensure the safety



and health of Employees during the hours of their employment. All Employees shall comply with all safety rules and regulations established by the Employer.

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

27.02. The parties will have joint health and safety committee meetings upon request, but not more than quarterly, on work time without loss of pay to the bargaining unit members. The Union's committee will consist of two (2) representatives who are included in this bargaining unit. While the issues raised by the safety committee are being addressed, the employer will strive to provide affected employees with regular updates as to the status of said safety issues.

27.03. The Union and Employer agree to the tenets of the Drug-Free Workplace. Bus drivers will be tested in accordance with IDOT requirements. Employees shall not be subjected to drug or alcohol testing without reasonable cause. Only Employer representatives who have received training in determining whether reasonable cause exists may require an Employee to submit to alcohol and/or drug testing. An Employee shall have thirty (30) minutes from the time he/she is informed that he/she must submit to testing to consult with a Union steward, and the steward shall accompany the Employee to, or meet the Employee at, the testing site. The Employee will remain on-site while contacting a Union steward.

If a site steward is not available, for example due to absence or program needs, the Employee may request a steward from another site. If a steward is requested to consult with or accompany an Employee for drug and/or alcohol testing, the Employer will not unreasonably prevent the steward from consulting with the Employee prior to and/or accompanying an Employee for drug and/or alcohol testing. Inability of an Employee to make contact with a steward or inability of a steward to be available to accompany the Employee to the testing site shall not delay or prevent the testing of the Employee.

27.04. Employees shall be compensated at their base wage for all hours lost when taking a DOT required physical and/or drug and/or alcohol test mandated by the Employer. If a drug and/or alcohol test is negative, the Employee will be compensated for any additional time beyond his/her scheduled hours on the day of the test. The Employer shall provide the Union with a copy of an Employee's test results upon receipt of written authorization to do so by the Employee.

27.05. The Employer shall arrange and pay for initial pre-employment physical exams for all Employees and all physicals required for bus drivers. If an Employee is unable to complete a pre-employment physical examination prior to his or her first day of work, the Employee may use benefit time for such appointments for scheduled hours lost if approved in advance by the employer.

27.06. In accordance with DCFS Licensing Standard 407.100, Employees shall adhere to the health requirements regulated by DCFS. For Employees who work 34 hours per week or more, Employees shall be paid for up to 1.5 hours lost for physical exams subsequent to the initial pre-employment exam, provided the scheduled physical exam appointment has been approved in advance by the Employer. Benefit time may be used for such appointments for scheduled hours lost if approved in advance by Employer. Such time shall not be unreasonably denied.

An Employee shall have a physical exam, at the Employee's own expense and on his/her own time, whenever communicable disease, as defined in DCFS Licensing Standard 407.310, is suspected. Staff may be directed by management to provide documentation from a physician that they are free from communicable disease. Benefit time may be used for such appointments for scheduled hours lost if approved in advance by Employer. Such time shall not be unreasonably denied.

27.07. Employees who are injured on the job or contract a communicable disease through the workplace shall be covered under the provisions of the Illinois Workers' Compensation Act or Workers' Occupational Disease Act, as applicable.

27.08. Employees shall be eligible to participate in any wellness program(s) established by the Employer.

#### 27.09 Fitness For Duty

When the Employer has reason to suspect that an employee is unfit for duty, the Employer may require the Employee participate in a fitness for duty evaluation by a medical doctor of the Employer's choosing. If the Employee produces a certification from a second physician and in that event, the physicians do not agree as to fitness, the Employer may rely upon the opinion of an impartial physician selected by mutual agreement. Such examination shall be paid for by the Employer. Notification to the Union shall be made prior to the evaluation.

## **ARTICLE 28**

### **Closing of Sites Due to Hazardous Weather or Other Emergency** **Closing of Sites**

28.00. The Early Childhood Division Director will be responsible for determining when sites will close due to inclement weather or other emergencies. Individual sites will close to children when their respective school district closes due to inclement weather. In the event that County officials declare all County offices to be closed, no Employee will be required to report to work.

28.01. When a center is closed to children due to weather or emergency, Employees may be required to report to work or work from home.

28.02. Employee Pay. Any days that employees are not required to report to their respective worksite they will be expected to work at home. If circumstances preclude them from working at home, they will be paid for the entire day with the approval of a supervisor. Such approval will not be unreasonably denied. In the event the worksite is closed after the Employee has arrived for work, the Employee shall be paid for that portion of the day worked and for the remainder of his/her regularly scheduled number of hours for that day.

Employees who maintain a workstation at the Brookens Administrative site shall be 'attached' to a Head Start center for purposes of determining whether they are required to work when there is a weather-related or emergency closing. In the event that Brookens is closed due to emergency or weather, such Employees shall be required to report to the Head Start center to which they are 'attached' if that center is open or may be instructed to work from home.

Employees who have pre-scheduled use of benefit time when a weather-related or emergency closing occurs will be charged benefit time as if their center had not been closed.

28.03. The Early Childhood Division Director has the authority to use discretion in applying these policies. The Director has the authority to close the center due to health, safety, fire or other emergency reasons. In such cases, reasonable efforts will be made to ensure Employees are reassigned to another location during the time that their center is closed. The Employee will be required

to accept the reassignment until such time as he/she can return to the closed center or until such time as permanent arrangements for transfer are made for that Employee.

28.04. When a center is closed to children due to weather or emergency, employees who are required to report to the worksite, will make every effort to arrive on time for their shift but will not be disciplined for late arrival, and will be allowed to make up the lost time within the pay period.

## **ARTICLE 29**

### **Workers' Compensation Policy**

29.00. All bargaining unit Employees are covered by a worker's compensation policy for work-related injuries, illness or death as prescribed under the State of Illinois Worker's Compensation Act.

29.01. Limited or Light Duty Policy - The Employer shall make "limited or light duty" work available for Employees who have work related injuries or illnesses if "limited or light duty" work is available and if appropriate medical release is given by a physician. Employees must be otherwise qualified for the work made available. This "limited or light" duty work shall be considered a temporary offering and not the creation of a new permanent position. If requests for light duty exceed available light duty work, Employees with work-related injuries or illnesses shall be given precedence over those with non-work-related injuries or illnesses. Grievances will be limited to disparate treatment within the Champaign County Head Start Program.

29.02. When a doctor has ordered an Employee off work due to a work-related illness or injury, accrued benefit time may be used to supplement Worker's Compensation benefits, not to exceed the Employee's normal compensation, at the option of the Employee.

## **ARTICLE 30**

### **Hours of Work**

#### 30.00. General Provisions

(a) The program schedule shall be set by the Employer to meet the needs of the families receiving services.

(b) The Employer shall endeavor to keep employees' hours of work, schedules, weeks per year, classroom assignments (location and caseload), and site assignments the same from year to year. By July 15<sup>th</sup>, the Employer shall notify employees and the Union of individual work assignments known at the time for the coming school year. Except for changes due to temporary assignments or emergencies, Employees will be notified of subsequent changes to work hours that exceed thirty (30) minutes at least twenty-one (21) days prior to the change taking effect, unless otherwise mutually agreed upon. Employees whose schedules are reduced by 2.5 or more hours per week will be entitled to retain their positions, or bump the least senior Employee(s) in their classification or another classification as described in the Layoff and Recall Article. Such bumped Employee(s) will then be entitled to the rights described in the Layoff and Recall Article.

(c) The "work week" is defined as the one hundred sixty eight (168) hours commencing at 12:00 a.m. Sunday and running to midnight the following Saturday.

(d) "Overtime" is defined as hours worked in excess of forty (40) hours in a work week. Employees not exempt from the overtime provisions of the Fair Labor Standards Act shall be paid one and one-half times the Employee's straight time hourly rate for all time worked in excess of forty (40) hours weekly.

(e) All scheduled paid time off shall be counted as time worked for the purposes of overtime computations. Unscheduled time off, paid or unpaid, shall not be counted as time worked for the purposes of overtime computations unless the Employer assigns mandatory extra hours during the week of unscheduled time off.

(f) Should management make an involuntary reassignment of an

Employee during the program year, the Employee will retain the number of hours of work per day as assigned at the time of the involuntary reassignment unless the Employee and the Employer mutually agree to a change in the number of hours per day.

### 30.01. Breaks

#### (a) Rest Periods

As the needs of the program permit, staff shall have a morning and an afternoon 15-minute paid rest period as follows:

-Teachers and Teacher Aides in classrooms who work at least 7.5 hours per day shall have rest periods at any time regulations for the staff-to-child ratio can be maintained, except at the beginning or end of the work day or adjacent to lunch breaks.

-Teachers in school day rooms shall have rest periods at any time when children are not present. Regardless of whether a break has already been taken, Teachers may, due to extenuating circumstances or when required to ride the bus, request supervisor approval to take a break while children are present. Such approval will not be unreasonably denied. Teacher Aides in school day rooms shall have rest periods while children are not present, or, if regulations for the staff-to-child ratio can be maintained by the classroom teachers, even though children are present.

-Home Visitors, Clerk/Receptionists, Cooks, Cook Aides and Family Advocates who work at least 7.5 hours per day shall have a morning and an afternoon rest period. Bus drivers who do not have a split in shifts of at least 15 minutes shall have a morning and an afternoon rest period when not transporting children or materials/supplies and/or returning the bus to the site.

-Employees who work more than 3.5 hours per day and fewer than 7.5 hours shall have one rest break during their work day.

An Employee will not be required to take her or his break any sooner

than one (1) hour after the start of the Employee's shift or following the Employee's lunch period unless otherwise mutually agreed upon. Employees are expected to remain on site for their 15-minute rest period(s).

A member of site management will visit each classroom each morning and each afternoon to facilitate the ability of the classroom staff to have breaks. Managers will make efforts to provide a break or arrange another staff member to provide a break when classroom staffing is not sufficient for the classroom staff to provide rest periods for each other.

(b) Meal Periods

For Employees working at least seven hours per day, the work schedule shall be broken at approximately mid-point by a meal period of at least one-half hour, but no earlier than 3.5 hours after the beginning of their shift. Employees shall have the right to leave the work site during such periods. Uninterrupted meal periods longer than 20 minutes will be unpaid.

In order to facilitate scheduling planning time for teachers, supervisors are permitted to establish by agreement with the Employee(s) involved in a lunch break schedule for the program year that may result in one or more staff member(s) in each classroom taking his/her lunch break earlier than 3.5 hours after the Employee starts his/her workday.

Supervisors may change the scheduled lunch break of an Employee on a given day to earlier than 3.5 hours after the Employee starts his/her workday if mutually agreed upon by the Employee. The Employee may initiate the request to change his/her lunch break on a given day.

30.02. Additional Hours of Work

(a) General Terms

Additional hours of work shall be distributed as equally as possible

among the Employees who normally perform the work in the position classification in which the additional work is needed. If all Employees in an equalizing group are offered additional hours and refuse, the Employer shall assign mandatory additional hours.

(b) Volunteering for Additional Hours of Work

The Employer will offer additional hours of work based on seniority of staff at the site. An Employee will move to the bottom of the list after an occurrence of accepting or declining additional hours unless not qualified for the work. The list shall be updated as additional hours are accepted or declined by the Employees and posted in a central location at each site. Confirmation of assignment of additional hours of work will be provided reasonably in advance of the assignment.

Program-wide events will require program-wide staffing except that at least one staff member from the host site shall be utilized. If childcare is required for the program-wide event, at least one (1) Employee from the host site staff shall staff each classroom used. Program-wide events shall be offered to Employees by combining the sign-up lists from all sites and offering the assignment to the most senior Employees.

Should there be an insufficient number of volunteers from among the sites, management will assign additional hours of work by reverse seniority of staff at the affected site. Should the number of staff to complete the additional hours still be insufficient, the Employer will assign additional hours of work by reverse seniority of staff from all sites.

(c) Mandatory Additional Hours

The Employer shall assign the additional hours of work in reverse seniority; the least senior Employee who has not been previously directed by the Employer to work additional hours shall be directed to work the hours until all Employees have been required to work additional hours at which time the process shall repeat itself.



For the purpose of equalizing the distribution of additional hours of work, an Employee who is offered but declines any additional hours of work assignment shall be deemed to have worked the hours assigned.

Employees will be allowed to decline mandatory additional hours once every ninety (90) days beginning with the annual August in-service.

Employees will be allowed to trade mandatory additional hours of work upon approval by their supervisor. Trades may be denied if the Employee taking the trade has failed to fulfill a trade obligation in the past year. An Employee who has been approved to take a trade may be subject to discipline should she or he fail to fulfill the trade obligation.

(d) An Employee who volunteers for or is assigned additional hours of work must be able to meet or exceed the qualifications of the position to be worked and is subject to the same standards and procedures for all Employees.

30.03. Call-Back Pay. An Employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at the applicable rate. If the Employee has been called back to take care of an emergency, the Employer shall not require the Employee to work for the entire two (2) hour period by assigning the Employee extra nonessential work. Program activities and/or meetings that an Employee is scheduled to attend in advance are not subject to call back pay.

#### 30.04. Stand-By Pay

An Employee is entitled to stand-by pay if he/she is required by the Employer to be on stand-by; that is, to keep the Employer informed of his/her whereabouts on off-duty time or carry any sort of communication device.

An Employee entitled to stand-by pay under this Section shall receive two (2) hours pay at the applicable rate for each day or portion thereof of stand-by

whether required to work or not.

### 30.05. Employee Requested Flextime Schedule

All Employees may request a flextime schedule. Requests made by Employees for flex time must be approved by the Employee's supervisor and forwarded to the Early Childhood Division Director for final approval. The request must include the following information:

1. Proposed weekly or daily schedule.
2. Reason for need for flextime.

Time cannot be flexed in a manner that would allow an Employee to work more than forty (40) hours in one (1) week.

Flextime schedules will be arranged by mutual written agreement between the Employer and the Employee. Flextime schedules may be denied based on operational needs. Should more Employees request flextime than the Employer can approve at one time and the reasons for the flextime requests are of equal value to the Employer, the Employee(s) with the most seniority shall receive approval first for a flextime schedule. Once a flextime schedule has been approved, a more senior Employee cannot request a flextime schedule that effectively removes a junior Employee from an approved schedule.

30.06. Flexing Time. Flexing time due to unforeseen events on a given day or on days when children are not present is not considered a flextime schedule under this procedure and will continue to be addressed on a case by case basis. Excessive tardiness shall continue to be subject to discipline.

### 30.07. Planning Time

The purpose of planning time is to give teaching staff an opportunity to prepare lesson plans, classroom activities, classroom setup, documentation, and improve teaching techniques, and, if time is available, review policies and procedures. To the extent possible, co-teachers' schedules will be coordinated to permit simultaneous planning time.

No more than one hour in any week will management schedule staff

meetings or training during planning time. The goal of the Employer is, to provide teachers at least one hour of planning time per day. The purpose of planning time is to give teaching staff an opportunity to prepare lesson plans and activities, set-up the classroom environment, complete documentation, complete required trainings, and review policies, procedures, and performance standards. Planning time will be defined as a time when the teacher is not responsible for the supervision of children. Management will strive to: provide planning time every day; check-in with classrooms as often as possible to follow-up on planning needs; and provide coverage when needed to facilitate every-day planning time.

Teachers who work full year shall be allowed to use a reasonable amount of the winter break for planning time.

### 30.08. Compensatory Time

#### (a) General Terms

It is the intent of this provision to compensate each bargaining unit Employee who is not exempt from the provisions of the Fair Labor Standards Act on an hour for hour basis for all hours worked up to forty (40) hours per week and at the rate of 1-1/2 times for the hours worked over forty (40) hours per week. This compensation will be in the form of regular pay, compensatory time or overtime pay. Between September 1<sup>st</sup> and 30<sup>th</sup> of each year each non-exempt Employee will indicate to his/her supervisor his/her choice of accruing compensatory time or receiving regular/overtime pay for the upcoming year. Staff will quarterly be able to change their choice of either accruing compensatory time or receiving regular/overtime pay. Upon notification, the change will be effective at the beginning of the next pay period.

Bargaining unit Employees normally scheduled to work less than forty (40) hours per week who choose compensatory time rather than being paid for additional hours of work shall earn compensatory time on an hour for hour basis up to forty (40) hours per week. All non-exempt Employees who choose compensatory time rather than being paid for additional hours of work shall earn compensatory time at the rate of 1-1/2 times for the extra hours worked over forty (40) hours

per week.

(b) Cashing Out Compensatory Time

For Employees choosing the compensatory time option, at the end of each pay period, the number of hours worked beyond the normal scheduled hours will be converted to compensatory time/overtime hours according to the formula shown above. These hours will be added to the compensatory time hours previously earned less any compensatory time hours used during that pay period. Compensatory time hours may be accrued up to a maximum of sixty (60) hours as determined at the end of each pay period. Hours of compensatory time earned over sixty (60) hours will be paid with that paycheck on an hour for hour basis.

In April and November of each year staff will be allowed to cash out compensatory time on record. At the start of each school year, the Employer shall notify Employees in writing of this option by posting the April and November deadline dates for cashing out compensatory time. Employees wanting to cash out their compensatory time will notify their supervisor in writing by the deadline date.

(c) Use of and Cap on Compensatory Time

Subject to exigent circumstances, compensatory time may be taken at any time with prior approval of the Employee's supervisor. A maximum of one (1) work week of compensatory time off may be taken off consecutively.

With their supervisor's prior approval, Family Advocates will be allowed to work up to forty (40) hours in a work week accumulating up to 2.5 hours of compensatory time in the work week. This compensatory time may be earned and used only with supervisor approval and cannot be taken in greater than one (1) day increments. Employees are limited in the accrual of all compensatory time to sixty (60) hours.

### 30.09. Furloughs

Should management determine following the distribution of the annual calendar and staffing plan that due to a significant funding loss or extraordinary increase in expenses a reduction in scheduled work days is necessary, the Employer may mandate up to five furlough days per program year covered by this Agreement, and/or from September of the final year of the Agreement until such time as a successor collective bargaining agreement is ratified. During this period, Employees may not use paid benefit or compensatory time. The program year is September 1<sup>st</sup> through August 31<sup>st</sup> each year.

Management may schedule up to three of these mandatory furlough days during winter break. Up to two additional of these mandatory furlough days which may be required for each Employee will be scheduled at the Employee's request with supervisory approval. If days are taken during winter break, they will be split between two pay periods, if practicable.

If the Employer determines that more than five furlough days are necessary to make up for the significant funding loss or extraordinary increase in expenses, the Employer will implement a voluntary furlough program. The details of the voluntary furlough program will be bargained with the Union prior to implementation. If the voluntary furlough program does not make up for the significant funding loss or extraordinary increase in expenses, the Employer, at its discretion, may implement up to an additional five mandatory furlough days during the program year.

Employees on furlough, which does not include Employees in approved, unpaid leave of absence status, will continue to earn benefit time as though they were in paid status.

## **ARTICLE 31**

### **Nondiscrimination**

31.00. In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), age, citizenship status, marital status, sexual orientation, gender identity, 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 or discrimination, or participated in an employment discrimination investigation or lawsuit.

## **ARTICLE 32**

### **Employee Personnel Files**

32.00. Employee personnel records shall be maintained for all Employees at the office of the Human Resources Director and/or the department. The Employee and/or his/her representative shall have the right to examine and copy the Employee's records a reasonable number of times with a minimum of twice a year during regular working hours without a loss in pay. The Employee and/or his/her representative may have a reasonable number of pages from the record copied without charge. The Employer may inspect the record without limitation. The Employee shall provide in writing to the Employer the name(s) of any person(s) designated by the Employee to have access to the Employee's record before the Employer allows such person access to that personnel record. The Employer shall give the Employee a copy of any disciplinary action or material placed in the Employee's record. Personnel records shall be maintained in accordance with the Illinois Local Records Act.

32.01. Contents of Employee records:

1. Personnel records should contain only the following information:
  - a. A receipt for information received during orientation at the office of the HR Director;
  - b. All evaluations;
  - c. Letters of reference, commendation or complaint;
  - d. Applications;

- e. Discipline notices;
  - f. Training periods;
  - g. Requests for leaves of absence;
  - h. Attendance, sick leave, vacation leave, compensatory time, and overtime (if applicable) records;
  - i. A record of persons seeking to examine documents in the Employee's file and dates these documents were examined;
  - j. Resignation letters; and
  - k. All other pertinent job-related information.
2. Any information obtained relating to an individual's physical or mental conditions, medical history or medical treatment shall be collected and maintained on a separate form, in a separate medical file and will be treated as a confidential medical record, except that:
- a. Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the Employee and necessary accommodations;
  - b. First aid and safety personnel may be informed, when appropriate, if the disability may require emergency treatment;
  - c. Government investigation regarding compliance with federal or state regulations.

32.02. An Employee receiving an Action Plan will receive an attached form for a written response to the plan. The Employer will accept the written response without comment and place it with the Action Plan in the Employee's personnel file.

## **ARTICLE 33**

### **Political Activity**

33.00. No Employee 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.

33.01. 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. Notwithstanding this prohibition; however, Employees may exercise the same political rights as other citizens at County office buildings that would include, but not be limited to political demonstration and lobbying of elected officials.

## **ARTICLE 34**

### **Anti-Nepotism Policy**

34.00. A person with authority to hire or promote, or effectively recommend hiring or promoting Employees for the Employer, shall not hire or reclassify or effectively recommend hiring or reclassifying within the site 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 the individual shall be terminated. To the extent any employment situations exist in violation of this Article on the effective date of the Agreement, those situations can continue as they exist at that time.

## **ARTICLE 35**

### **Evaluations**

35.00. In those instances when Employees are formally evaluated by the Employer, the evaluation shall be limited to factors relating to the Employee's work performance and job description. The evaluation shall be objective.



35.01. Evaluations shall be prepared by the Employee's supervisor. The evaluation shall be discussed with the Employee and the Employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. An evaluation shall not be subsequently altered without notice and review by the Employee. An Employee shall be entitled to submit written comments regarding his or her evaluation and such written comments shall be attached to the evaluation in the Employee's personnel file. A second meeting for further discussion of the evaluation may be requested by the Employee within two weeks following the meeting at which the evaluation is provided and discussed. If the Employee requests the second meeting, it shall occur within a reasonable time frame of the request.

## **ARTICLE 36**

### **Discipline and Discharge**

36.00. The Employer shall have the right to discipline or discharge any post-probationary Employee with just cause and any probationary Employee at the sole discretion of the Employer. 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. "Working day" means Monday, Tuesday, Wednesday, Thursday, or Friday, exclusive of holidays as set forth in the "Holidays" Article or closures under the "Closing of Sites Due to Hazardous Weather or Other Emergency Closing of Sites" Article. Should the Employer need more than ten (10) working days after an incident to complete its investigation, the Employer will notify the Union not later than the conclusion of the tenth (10<sup>th</sup>) working day, or as soon as practicable.

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

- Oral reprimand;
- Written reprimand;

Suspension (written notice to be given);  
Discharge (written notice to be given).

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

36.03. In the event disciplinary action is taken against an Employee, the Employer shall furnish the Employee a written statement of the reasons therefore. The Employer shall provide copies of the discipline statement to the Union Chapter Chair, the Chief Steward, and the site steward within two (2) working days, or sooner if practicable, of notification to the affected Employee.

36.04. 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.

36.05. An Employee may be placed on Administrative Leave, paid or unpaid, at the Employer's discretion. If an Employee is placed on an Administrative Leave pending investigation, and as a result of the investigation no disciplinary action is taken, or the discipline issued is an oral or written reprimand, the Employee will be paid for scheduled working hours lost. If as a result of the investigation, the Employee is dismissed or suspended without pay, she or he will not be paid for scheduled working hours lost while on Administrative Leave, unless the Employee is issued a suspension shorter than the Administrative Leave.

36.06. An Employee shall be entitled to the presence of a Union representative at any investigatory interview if the Employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. The Employer will endeavor to ask an Employee that is the subject of an investigatory interview if he/she would like a Union representative present during the interview. Once the Employee requests a Union representative, the investigatory interview will not begin until a Union representative is present. Notification to an Employee of an oral or written reprimand will be by a written notice to the Employee, without a meeting. Notification of a suspension or discharge will be given at a meeting with the Early Childhood Division Director or designee. Management will not conduct any additional investigation during a suspension meeting. Prior to a meeting to inform a non-probationary Employee of

a discharge, the Employee will be advised that he/she may have a Union representative present for the meeting.

36.07. For the purposes of determining a level of progressive discipline, any documented oral reprimand will not be considered after one (1) year if there has been no recurrence of the type or kind of conduct giving rise to the reprimand. For the purposes of determining the level of progressive discipline, a documented written reprimand will not be considered after two (2) years, if there has been no recurrence of the type or kind of conduct giving rise to the reprimand. For the purposes of determining the level of progressive discipline, any documented suspension shall not be considered after three (3) years, if there has been no recurrence of the type or kind of conduct giving rise to the suspension. Counseling that is not documented and labeled as one of the above forms of discipline shall not be considered discipline for purposes of progressive discipline.

36.08. Documented discipline shall be removed from the file after four (4) years from the date of occurrence. This paragraph does not impose a duty on the Employer to audit files for the presence of such documents. This paragraph does require the Employer to remove such documents when it becomes aware of their untimeliness, and bars the Employer from reliance on such documents. Disciplinary records removed from the Employee's file will be retained in a separate file in accordance with the Illinois Local Records Act.

## **ARTICLE 37**

### **Grievance Procedure**

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

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

37.02. Grievances will be processed in the following manner and within the stated time limits. Time extensions beyond those outlined below or bypassing

steps in the process may be arranged by written mutual agreement of the parties concerned.

Pre-Grievance Step The aggrieved Employee(s) and/or Union may first present the issue verbally to the immediate supervisor within ten (10) working days of the occurrence of the incident, not including the day of the incident, to determine if the matter may be resolved informally. The Employee(s) may be accompanied by a Union official in the presentation. If the immediate supervisor is not responsible for the grieved action, the grievance may be presented to the supervisor who is responsible for the grieved conduct. This step of the grievance procedure is encouraged but may be waived at the Union's option.

Step 1 The aggrieved Employee(s) and/or Union shall reduce the grievance to writing. The written grievance generally should include the following information:

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

The aggrieved Employee(s) and/or Union shall present the written grievance to the immediate supervisor (or the supervisor responsible for the grieved action) within ten (10) working days

of the Pre-grievance Step meeting. If the Union waives Pre-grievance Step, the grievance shall be presented within ten (10) working days of the occurrence of the incident, not including the day of the incident. The supervisor has ten (10) working days following the presentation, not including the day of the presentation, to study the grievance and/or confer with the Union Representative, Union Steward and/or grievant(s) and attempt to resolve the dispute. The supervisor will give a written response within ten (10) working days following the presentation not including the day of the presentation. If no response is given within ten (10) working days following the presentation, not including the day of presentation, the grievance will be deemed denied.

Step 2

If the grievance is not resolved satisfactorily at Step 1, the written grievance shall be presented to the Early Childhood Division Director and the Human Resources Director within ten working days after the Step 1 response was received or due. The Director has ten (10) working days following the presentation, not including the day of presentation, to study the grievance, confer with the Union Representative, Union Steward and/or grievant(s) and attempt to resolve the dispute. If the grievance is not satisfactorily resolved in that time period, the Union may proceed to the next Step of the grievance process. If no response is given within ten (10) working days following the presentation, not including the day of the presentation, the grievance will be deemed denied.

Step 3

If the grievance is not settled at Step 2, the Union shall deliver to the Chief Executive Officer of the Regional Planning Commission, the CEO's administrative secretary or the Human Resources Director, a copy of the grievance submitted in Step 2 of the procedure within ten working days after the Step 2 response is received or due to the Union. The Chief Executive Officer of the Regional Planning Commission or designee shall meet and discuss this grievance with the grievant and Union within ten (10) working days following receipt of the grievance.

The Chief Executive Officer of the Regional Planning Commission or designee shall have the authority to examine all issues presented in the original grievance, unless barred from doing so by prior written settlement. By mutual agreement of the Chief Executive Officer of the Regional Planning Commission or designee and the Union, the grievance may be remanded back to Step 2. If the grievance is remanded in accordance with this paragraph, all deadlines and procedures shall apply to the grievance as if it were presented for the first time at Step 2, except:

- i) the grievance is treated as if filed at Step 2 on the date of remand;
- ii) the deadline to file the grievance at Step 2 does not apply to the grievance on remand; and
- iii) the written agreement to remand the grievance shall narrow the issues for consideration.

The Chief Executive Officer of the Regional Planning Commission or designee will submit his/her decision in writing within ten (10) working days, not including the day of the meeting. If the issue is not satisfactorily resolved in that time period, the Union may proceed to Step 4. If no response is given within ten (10) working days following the meeting, not including the day of the meeting, the grievance will be deemed denied.

#### Step 4

**Mediation.** If a grievance is not resolved at Step 3 the Union has the right to request mediation by the Federal Mediation and Conciliation Service. Such request will be in writing to the Regional Planning Commission within ten (10) working days of the receipt of an answer. The Union and the Chief Executive Officer shall promptly send a joint letter to FMCS, requesting their services.

The parties agree to use the current rules for FMCS mediation. This Step may be waived by mutual written consent of both parties.

## Step 5

**Arbitration.** Grievances not resolved may be referred in writing by either party to arbitration within ten (10) working days of the last mediation session in Step 4, not including the day of that session. Either of the parties may request FMCS or the American Arbitration Association to submit a panel of nine (9) arbitrators from which the parties shall make a selection within thirty (30) calendar days of receipt of such panel, by each side striking a name from the list. Each party has the right to reject one entire panel. The party requesting arbitration shall make the first strike and the last name remaining on such list shall be deemed selected jointly as the neutral arbitrator.

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

Agreement. Except as otherwise provided herein, the decision of the Arbitrator shall be final and binding on the Employer, Union and the Employee(s).

37.03. The fee and expense of the arbitrator and the cost of a single copy of a written transcript for the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

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

37.05. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered withdrawn. However, in the event that the last day requiring action to preserve or respond to the grievance falls on a holiday, emergency or inclement weather closure day, the day following that holiday, emergency or inclement weather closure day shall be the last day for such action. "Work day" or "working day": Monday, Tuesday, Wednesday, Thursday, or Friday, exclusive of holidays as set forth in the "Holidays" Article or closures under the "Closing of Sites Due to Hazardous Weather or Other Emergency Closing of Sites" Article. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next Step, up to Step 3. There will be no automatic advancement of a grievance to mediation (Step 4) or arbitration (Step 5).

37.06. By mutual agreement of Employer and Union, grievances may be filed at the appropriate advanced Step. The parties agree that if the Early Childhood Division Director or RPC CEO is the manager who initiated the grieved action, the grievance may begin at the appropriate advanced step of the procedure. (For example, if the Early Childhood Division Director issues a discipline, the grievance may begin at Step 2.)

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



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

37.09. Employees shall be responsible for obtaining prior approval from their supervisors to attend grievance meetings and arbitration hearings. Such approval shall not be unreasonably withheld. The Union will inform an Employee and management of the need for the Employee's presence a reasonable time prior to a grievance meeting or arbitration hearing. In preparation for arbitration, either party may request of the arbitrator that an order be entered in writing requiring each party to disclose the identity of witnesses. Prior to entering such an order, the arbitrator will seek the input of the opposing party.

37.10. The Union or the Employer may request the production of specific documents, books, papers or the identity of witnesses, reasonably available from the other party and substantially pertinent to the grievance under consideration. Such request will not be unreasonably denied, but may be denied if the things requested are not substantially pertinent to the grievance under consideration or if the party of whom the request is made is prohibited by law from disclosing such information. This paragraph is not a waiver of privilege by either party. The Union may be required to compensate the Employer for the reasonable cost of compliance with the request.

37.11. The investigation, filing, and processing of grievances for the Union shall primarily be the responsibility of the steward or the Chief Steward.

## **ARTICLE 38**

### **No Strike**

38.00. During the term of this Agreement, there shall be no strikes, work stoppages or slowdowns. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities. An Employee who violates the provisions of this Article shall be subject to discipline up to and including discharge by the Employer.

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

## **ARTICLE 39**

### **Probation for New or Transferring Employees**

39.00. A new (either full or part-time) Employee entering the employ of the Employer for the purposes of filling a job covered by this Agreement shall be subject to a probationary period of six (6) months continuous service to determine the Employee's ability and fitness for the work. Periods of leave of absence without pay shall not count towards the period of continuous service for purposes of this paragraph. The Employer shall give the probationary Employee an evaluation no later than three (3) months into his/her employment. The Employer shall have the sole right to determine the Employee's suitability during such 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 a grievance.

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

#### **Qualifying Period**

39.02. Employees promoted or transferred to a new job classification shall serve a qualifying period of six (6) months. The Employer shall have the sole right to determine the Employee's qualifications and abilities during such qualifying period and may return the Employee to the Employee's previous classification during the qualifying period. Such transfer shall not be the subject of a grievance unless the Employer has failed to provide an evaluation no later than three (3) months the qualifying period.

39.03. Furthermore, during the six (6) month qualifying period, an Employee shall have the right to transfer back to his/her previous classification by

claiming a vacant position. Senior Employees on the waiting list within the classification will have the right to first choice of all vacant positions and the returning Employee will claim the final vacancy in the classification prior to his/her promotion or hiring. However, such voluntary transfer back shall prohibit an employee from exercising job assignment rights again for twelve (12) months.

## **ARTICLE 40**

### **Seniority**

40.00. "Seniority" is defined as the amount of continuous service with the Employer beginning with the latest date of hire. Should two or more Employees have the same seniority date, the Employer will recognize the Employees' seniority based on the last four digits of the Employees' social security number, with the lowest number created by those four digits being the least senior, and the highest number being the most senior.

40.01. Bargaining unit Employees who accept positions with the Employer outside of the bargaining unit shall retain their seniority for a maximum of thirty-six (36) months, but not accrue additional seniority while employed in such positions.

40.02. Employees shall retain and accrue seniority for a maximum of thirty-six (36) months while on paid leave and layoff and shall retain for a maximum of thirty-six (36) months, but not accrue, seniority while on unpaid leaves.

40.03. Seniority for part-time Employees shall be pro-rated based upon the number of hours actually worked.

## **ARTICLE 41**

### **Vacancies**

41.00. Vacancy

There is a vacancy within a position classification when the Employer determines there is a position to be filled within a classification and/or a personnel

action within a classification that would result in a shift change, site change or promotion. A change in programming needs or the relocation of a classroom or classrooms, including the enrollment and the teachers, from one site to another is not considered a vacancy.

#### 41.01. Waiting List

During the first week of January, April, July and October, an Employee desiring to change shifts or site within his/her current job classification shall notify the Employer of such desire in writing. The Employer shall maintain a waiting list based on seniority of Employees by position classification. When there is a vacancy within a position classification that would result in a shift or site change, the position will be offered to the most senior Employee on the waiting list until accepted by an Employee or declined by all Employees on the list. Management shall make the waiting list available to the Union the last week of December, March, June and September.

An Employee who receives a change in shift and/ or site as a result of his /her waiting list request shall not be eligible for another waiting list change until the following school year.

#### 41.02. Posting

Should a vacancy remain after implementing the wait list procedure, a notice of such vacancy shall be posted in a conspicuous place at each work site for five (5) working days and mailed to personnel who have been laid off. Such a mailing will not be made to Employees on summer, winter or other school breaks. The posting shall include the classification, rate of pay, work site and shift of vacancy.

#### 41.03. Selection

The Employer shall fill the vacancy in the following order of priority by selecting from among qualified bidders the most senior Employee:

1. Laid off employees consistent with the layoff and recall provisions of this Agreement;
2. Employees eligible for transfer to a new classification or promotion;

3. Employees wanting a transfer within their classification;
4. Applicants outside the bargaining unit.

The Employer will send the Employee who is offered a vacancy confirmation of the position, its hours, location and any other relevant information.

## **ARTICLE 42**

### **Layoff and Recall**

42.00. A layoff is defined as a decrease of the existing work force or an abolishment of an existing position due to lack of funds and/or lack of work. 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.

This article does not apply to the annual summer break for school year Employees.

42.01. The Employer shall give Employees to be laid off and the Union written notice of the layoff at least thirty (30) calendar days prior to its effective date. Prior to any Employee being laid off, every reasonable effort will be made to transfer Employee to vacancies of Champaign County Head Start rather than terminate the Employee due to a reduction in force. Laid-off Employees shall have priority over Employees on the wait list. Employees should complete an application if they wish to be employed in another County position outside of the bargaining unit.

42.02. No Employees covered under this Agreement shall be laid off when there are temporary Employees performing bargaining unit work in the same position classification or if any status Employee being laid off is, as determined by the Employer, qualified to perform the duties of the temporary Employee(s).

42.03. Bumping. Employees will exercise their bumping rights in order of their seniority provided that a laid-off Employee must be qualified for the position over which he/she desires to exercise seniority rights. When an individual Employee is laid off, within five (5) working days, she/he may exercise seniority

rights with respect to the least senior Employee in any other position classification. When multiple Employees are laid off, within five (5) working days, they may exercise seniority rights with respect to the same number of least senior Employees in any other position classification. Such displaced Employees shall then be subject to the provisions of this Article.

In the event of layoffs, up to two (2) Family Advocates per Head Start grant year may be displaced by more senior Employees from other position classifications. An exception to this limitation is that laid off Home Visitors may exercise seniority rights to displace any number of Family Advocates.

An Employee who exercises his/her seniority rights over a position in a lesser pay grade will be paid at a rate equal to the highest paid Employee in that position classification.

42.04. 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 twelve (12) months. The Employee shall retain and accumulate seniority during such layoff. Employees internally displaced as a result of a layoff shall have recall rights to their former classification.

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

## **ARTICLE 43**

### **Temporary Assignment**

#### 43.00. Temporary Assignment

The Employer may, within the provisions of this Article, temporarily assign an Employee to perform the duties of another position classification. To be eligible for temporary assignment pay the Employee must be directed by a member of management to perform duties or the duty which distinguish the position classification and/or to be held accountable for the responsibility of a different

position classification.

#### 43.01. Payment

An Employee temporarily assigned to a position classification at an equal or lower pay grade than his/her permanent position classification shall be paid his/her regular rate of pay. If the Employee is temporarily assigned to a position classification with the higher pay grade, for one-half of a day or more, the Employee shall be paid as if he/she had received a promotion into such a higher pay grade for hours actually worked in the higher classification. The Employee will be paid a minimum of a four (4) % increase or the minimum of the higher classification, whichever is greater.

#### 43.02. Time Limits

The time limits for temporarily filling a position classification is sixty (60) calendar days in a twelve (12) month period except when the regular incumbent is on approved leave or by written agreement between the parties.

#### 43.03. Limited or Light Duty

If in the determination of the Employer, the Employer has “limited or light duty” work available the Employer shall offer such work to Employees who have an appropriate physician’s medical release. This “limited or light” duty work shall be considered a temporary offering and not the creation of a new permanent position.

### **ARTICLE 44**

#### **Subcontracting**

44.00. No work customarily or consistently performed by Employees in this bargaining unit shall be given to any contractor or subcontractor when such action would result in the layoff of working bargaining unit Employees. This provision shall not limit 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 45**

### **Non-Harassment Policy**

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

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

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

**26.03** This Article shall not be construed as a limit on the Employer's power under Article VI to impose additional restrictions to ensure the Employer and its Employees act in a professional manner toward Employees, Champaign County residents, and others.

## **ARTICLE 46**

### **Authority of the Contract**

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

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

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



**ARTICLE 47**

**Entire Agreement**

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

**ARTICLE 48**

**Term of Agreement**

48.00. This Agreement shall be effective March 1, 2020, and shall continue in full force and effect until February 28, 2023, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to February 28, 2023, either party gives written notice to the other of the intention to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For the Employer:

For the Union:

\_\_\_\_\_  
Champaign County Board Chair

\_\_\_\_\_  
AFSCME Local 900B President

\_\_\_\_\_  
Regional Planning Commission CEO

\_\_\_\_\_  
AFSCME Council 31 Representative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

The Parties agree to the following with respect to Champaign County Regional Planning Commission Head Start's collective bargaining agreement:

1. AFSCME and management agree to form a site-specific Leadership Committee at each site comprised of one teacher, one teacher aide, one bus driver, one cook, one clerk, one family advocate, the site manager, assistant site manager and a coach (where applicable). There will be no alternates or substitutes from other roles. The committee will identify, and brainstorm solutions to, problematic issues of culture and advise on the development of site-specific practices and procedures. The committee will meet monthly outside of normal work hours with pay. Meetings will occur virtually or in person at management's discretion. Meetings will be completed in an hour. AFSCME committee members shall be appointed by the Union.

2. AFSCME and management agree to dissolve the Child and Family Focus Meetings and form a site-specific Social/Emotional Advisory Committee with permanent members including the site manager, assistant site manager, a family advocate, coach (where applicable); a pre-K or Head Start teacher; an Early Head Start teacher. There will be no alternates or substitutes from other roles. The committee will meet every other week with a focus on individual children to review ISP's, coordinate referral, gather data from classroom teams, and assist in setting plan goals. The classroom teachers of the child in focus will be rotating members of the committee. These meetings will take place during the school day. Meetings will be completed in an hour. AFSCME committee members shall be appointed by the Union.

3. AFSCME and management agree to expand the Early Childhood Advisory Committee also known as the Teacher Leadership Committee. The committee will be comprised of one representative from CECC; one representative of off-site staff; one representative of bus drivers; one representative of Savoy; two representatives of Rantoul; two representatives of Urbana; two representatives of West Champaign, the Director, the Child Development Services Manager, a Coach and the Social Emotional Development Specialist . Additional management staff may attend on an as needed basis. AFSCME members of the committee will appointed by the Union. There will be no alternates or substitutes from other roles. Meetings

will occur virtually or in person at management’s discretion. This committee will meet bi-monthly and advise on program-wide topics including but not limited to policies and procedures, forms practices and training and professional development. Every other meeting will be focused on topics specific to social emotional learning including proposals for procedures, training, and intervention strategies for high risk children. Meetings will be completed in 90 minutes or less.

5. This Memorandum of Understanding shall not create any right or obligations except as specifically stated herein, shall not create any obligation to bargain except as specifically stated herein, shall not set any precedent and shall not be considered a past practice for any purpose.

This Memorandum of Understanding shall expire July 31, 2021. The parties agree to meet after June 30, 2021, to negotiate a possible extension to the agreement.

For the Employer, Champaign County Regional Planning Commission

\_\_\_\_\_ Date\_\_\_\_\_

For the Union, AFSCME Council 31

\_\_\_\_\_

Date\_\_\_\_\_

**Memorandum of Understanding  
Video Recording**

Management will use security cameras throughout its buildings as a component of school safety and risk management. Video recording will be viewable by the Champaign County Regional Planning Commission senior managers or their designees.

Security cameras will not be used in any space where there is a reasonable expectation of privacy.

The parties agree that video recordings may be used to verify the guilt or innocence of an employee when the employer has a reason to suspect an employee of misconduct.

For the Employer, Champaign County Regional Planning Commission

\_\_\_\_\_ Date\_

For the Union, AFSCME Council 31

\_\_\_\_\_

Date\_\_\_\_\_