

AGREEMENT BETWEEN
THE CHAMPAIGN COUNTY BOARD
THE CHAMPAIGN COUNTY EXECUTIVE
AND
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES COUNCIL 31, AFL-CIO FOR ITS AFFILIATED LOCAL 900
(THE HIGHWAY DEPARTMENT)

COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 2025 - DECEMBER 31, 2026

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PREAMBLE

This Agreement, entered into by the Champaign County Board and the Champaign County Executive, hereinafter referred to as the Employer, and 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, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I – RECOGNITION

1.00 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 employees of the Champaign County Highway Department in the classifications included in the unit by the Illinois State Labor Relations Board Certification of Representative dated May 7, 1985, in Case No. S-RC-108, and any revised certifications after that date, to-wit: Certified Master Mechanic, Mechanic, Highway Maintenance Worker, and Highway Maintenance Supervisor 1; and also regular full-time employees of said Department hired or transferred into newly-created classifications performing the work of the classifications enumerated herein.

ARTICLE II – MANAGEMENT RIGHTS

2.00 The management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to: the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the existence of such work shortage; to make and enforce reasonable job rules and job regulations and to enforce penalties for their violations; to determine the departments, divisions and sections and work to be performed therein; to determine quality and productivity standards; to determine the number of hours of work and shifts per work week and starting times of shifts; to establish and change work schedules and assignments; to establish split shifts; to determine job contents; to introduce new or improved methods of operations; to eliminate, relocate, transfer or subcontract work; and to maintain efficiency in the department, 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 specific rights of management in this Agreement is not intended to be nor shall be restrictive of or a waiver of any other rights of management.

ARTICLE III – CHECKOFF

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

1. Union membership dues, assessments, or fees;
2. Union-sponsored benefit programs;
3. PEOPLE deductions.

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

3.02 Employer shall be obligated to make such deductions in accordance with the terms of the written authorization. Any Employee wishing to revoke these deductions shall be directed to the Union.

3.03 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 attorney's fees arising from any action taken by the Employer in complying with this Article.

ARTICLE IV – UNION RIGHTS

4.00 The Employer agrees that Union Staff Representatives shall have reasonable access to the premises of the Champaign County Highway Department, after receiving approval of the appropriate Employer representative, which approval will not be unreasonably withheld, provided, however, that the presence of the Union Staff Representative shall not interfere with the operations of the Employer. Such visits 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 Union Staff Representative where operational requirements do not permit unlimited access.

4.01 The Employer shall provide a bulletin board at the Highway Maintenance Garage for the sole and exclusive use of the Union in communication with its members. No political material of any sort may be placed upon the bulletin board.

4.02 Employees shall be paid for scheduled working hours lost when required or entitled as a Union steward, witness or grievant, to investigate grievances or workplace-related complaints, and to attend the following: grievance meetings with the Employer, arbitration hearings and meetings

called or agreed to by the Employer. Time spent in such meetings outside an employee's regular working hours will be without pay. Grievances may be investigated and processed during an employee's working time by agreement between the Union and the Employer, which agreement shall not be unreasonably withheld. For purposes of this Agreement, a member of the bargaining unit governed by this Agreement may only be a paid Union steward for other members of the Champaign County Highway Department.

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

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

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

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

ARTICLE V – NONDISCRIMINATION

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

5.01 The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or by this agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

ARTICLE VI – RESIDENCY

6.00 All employees are required, as a condition of their continued employment with the Employer, to have their place of abode in Champaign County and to be bona fide residents of Champaign County for the life of their employment with Employer, except as stated below:

- 1) At the discretion of the department head, an employee may be relieved from the residency requirement stated above where special circumstances exist justifying residence outside Champaign County.
- 2) New employees must establish residency within Champaign County by the end of their probationary period, unless granted a waiver as provided above.

ARTICLE VII – PROBATIONARY, PART-TIME AND TEMPORARY EMPLOYEES

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

7.01 Upon satisfactory completion of the probationary period, an employee shall, if he is 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 his continuous employment and shall receive all other rights and benefits for which a regular employee is eligible.

7.02 Employer shall have the right to employ part-time and temporary employees. Such part-time and temporary employees shall not be covered by the terms of this Agreement.

7.03 An employee promoted to a new job classification shall serve a qualifying period of six (6) months. The Employer shall have the sole right to determine the employee's qualification and ability during such qualifying period, and, in its sole discretion, may transfer the employee to their previous job classification during the promotional qualifying period. Such transfer shall not be the subject of a grievance.

ARTICLE VIII – HOURS OF WORK

8.00 Except as otherwise provided herein, the regular work week shall consist of forty (40)

hours, comprised of five (5) consecutive eight and one-half (8½) hour days, Monday through Friday, inclusive. The regular starting and quitting times shall be 7:00 am to 3:30 pm, respectively. Each regular workday shall contain an unpaid one-half (1/2) hour interruption for lunch - from 11:00 am until 11:30 am. Employees shall also be allowed two (2) fifteen (15) minute breaks during each regular workday, the first from 9:00 am until 9:15 am, and the second from 1:30 pm until 1:45 pm.

8.01 From the first Monday in May until the day prior to the Labor Day Holiday each year, starting and quitting times shall be 6:00 am and 2:30 pm, respectively. During those periods, the one-half (1/2) hour unpaid lunch shall be from 10:00 am until 10:30 am and the two (2) paid fifteen (15) minute breaks shall be from 8:00 am until 8:15 am, and 12:30 pm to 12:45 pm.

8.02 The Employer reserves the right to temporarily alter the days, times, hours and length of shifts when and to the extent the Employer deems necessary due to emergency, weather- related or other temporary operating conditions.

8.03 No employee shall be required to work more than fifteen (15) continuous hours in any twenty-four (24) hour period. No employee working thirteen (13) or more consecutive hours shall be required to work again for at least nine (9) hours following the end of that shift or overtime work.

8.04 Management shall provide a time-clock, to be located in the Champaign County Highway Maintenance Garage. Every employee shall "clock-in" at the beginning of each work period and "clock-out" at the end of each work period. All pay shall be calculated based upon the time recorded as each employee clocks in or out.

8.05 SNOW and ICE REMOVAL

The Road Foreman shall be assigned hours of work during snow and/or ice removal by the Assistant County Engineer. Paragraphs 1-4 below are not applicable to the Road Foreman.

- 1) Whenever it is deemed necessary by the Employer to operate multiple shifts for the purpose of snow and/or ice removal and related activities, the following shall apply. Nothing in this Agreement shall be deemed to require the use of multiple shifts to perform snow and/or ice removal and related activities. In October of each year, management will meet with a committee of three union members to discuss the upcoming snow and ice season, including: sign-up sheets for shifts and the recruitment of part time snow and ice employees to fill routes beyond the ability of existing employees.
- 2) When the Employer elects to use multiple shifts during the regular work week, which for purposes of this article begins at 7:00am Monday morning and ends at 7:00pm Friday evening, there shall be two (2) twelve-hour shifts. For each one- week period, the Day Shift shall operate, as needed, between the hours of 7:00 am and 7:00 pm, and the Night Shift shall operate, as needed, between the hours of 7:00 pm and 7:00 am. Nothing in this Agreement shall be deemed to require the Employer to operate any such shift for a full twelve (12) hour period, and wages, at the applicable rate of pay, shall be based on the

hours actually worked (except as noted herein). Such shift assignments shall apply only when the Employer declares it necessary, otherwise regular starting and quitting times shall apply.

Full-time employees who wish to trade onto the Night Shift or Day Shift shall have the opportunity to do so, if there is a reciprocal trade available, and based on operation needs. Trades shall be for the entire week and approved by the preceding Friday. Such trades shall not be unreasonably denied.

- 3) There will be a night sign up list completed by November 1 of each year consisting of 80 shifts of 4 employees per night beginning the first Monday in November and ending after 20 weeks (if the total number of Highway Maintenance Workers is eight or less, the union and the employer will meet to discuss possible temporary modifications). Sign up will begin with the most senior employee and continue to the least senior employee. Each employee will sign up for one week in any given sign up round and repeat until all shifts are filled. Shift assignments shall be from Monday at 7:00am to the following Monday at 7:00am or until the end of the snow event. Mechanics and Maintenance Workers shall use the same system but have different sign up lists.
- 4) Except as otherwise set forth herein, an employees' rotation from Days to Nights and from Nights to Days will occur at 7:00 am on Monday. Once multiple shifts are instituted, the Team on Days shall remain on Days and the Team on Nights shall remain on Nights until the use of multiple shifts for that event is discontinued by the Employer.
- 5) Snow shift overtime rates will start at the end of the dayshift and the beginning of the night shift. Employees' regular hourly rates will be paid from 7:00 am to 3:30 pm on the day shift. Employees will receive at least eight (8) hours pay during both these shifts. Day shift employees will be paid at time and a half for the hours between 3:30-7:00pm. Employees assigned to night shift will be paid double time for all hours worked (and paid no less than eight hours at that rate if they do not work the full shift.) Night shift during the regular week will be considered as above, and includes those night shifts which begin at 7:00 pm on Monday and end at 7:00 am on Friday.

During weekend snow shifts:

- a. Friday from 7:00pm until Monday at 7:00am employees shall be paid double time.
 - b. For weekend snow and ice shifts, as defined above, the Employer will notify employees of the opportunity to volunteer for duty with as much advance notice as possible. Employees shall stay with their day or night assignments based upon each employees place in the weekly rotation. If additional staff are needed, then day or night shifts will be open to employees on a voluntary basis, regardless of their weekly rotation. If additional staff are needed, then seasonal help will be called in after all full-time volunteers are offered all available shifts.
- 6) In order to comply with the agreements herein on maximum hours of work, the Employer

may elect to send employees on the Night shift home before the end of their regular shift on the day multiple shifts are instituted. If, due to change in conditions, those employees are not required to return to work at 7:00 pm, they shall still be paid as if they had worked their entire regular shift for that day. If those employees are required to return to work at 7:00 pm, they will be paid for their regular shift as if they had worked the full eight (8) hours and shall be paid at the applicable overtime rate for any hours worked after 7:00 pm on that calendar day.

- 7) Nothing in this or any other Article of this Agreement shall limit the right of the Employer to subcontract as otherwise provided herein.

ARTICLE IX – OVERTIME

9.00 Except as otherwise provided herein, it is understood that because of the nature of the operations of the Champaign County Highway Department, the Employer has the right to direct employees to work hours outside their regularly scheduled shifts.

9.01 Any employee required to work more than eight (8) hours (exclusive of lunch breaks) on any weekday (Monday through Friday, inclusive), shall be paid at a rate of one and one-half (1½) times that employee's regularly hourly rate or, at the employee's election, receive compensatory time off at a rate of one and one-half (1 ½) hours for each of those additional hours.

9.02 An employee required to work on Sunday shall be paid at two times (2) that employee's regular hourly rate or, at the employee's election, receive compensatory time off at a rate of two hours for each of those additional hours (inclusive of lunch breaks).

9.03 An employee required to work on Saturday shall be paid at one and one-half (1 ½) times that employee's regular hourly rate or, at the employee's election, receive compensatory time off at a rate of one and one-half (1 ½) hours for each of those additional hours (inclusive of lunch breaks).

9.04 An employee required to work on Holidays shall, in addition to receiving Holiday pay, be paid at two (2) times that employee's regularly hourly rate or, at the employee's election, receive compensatory time off at a rate of two (2) hours for each hour worked (inclusive of lunch breaks).

9.05 The Road Foreman will be the first employee assigned overtime work. After the Road Foreman, overtime shall be offered to all qualified employees on a rotating basis from a list based on seniority. The Employer shall maintain a list of all bargaining unit employees based on seniority, from most senior (first) to least senior (last).

- a. Voluntary Overtime/Callback. When overtime work, other than Holdover or Callback, is required, it shall be offered to the first qualified employee on the list. If that employee refuses the job, it will be offered to the next qualified employee on the list. That process is repeated until a qualified employee accepts the job or until all qualified employees have refused the job. By refusing the job, an employee loses their place on the list. Inability to

contact an employee shall be considered a refusal of the job assignment. Once an employee has voluntarily accepted overtime or callback, the selection for the next voluntary overtime will start with the next most senior employee. Prior to the first day of any month between April 1 and November 1, the employee may submit a written request to have his name removed from or added to the voluntary overtime and callback list for that month. However, this shall not affect the employee's obligation to perform mandatory overtime or callback during the month.

- b. **Mandatory Overtime or Callback.** If all qualified employees refuse the overtime or callback job assignment, the qualified employee(s) with the least seniority shall be required to accept the job assignment. If, for any reason, that employee cannot or will not accept the job assignment, the next least senior employee shall be required to accept the job assignment. Once an employee on the list has been required to accept mandatory overtime or callback, the selection for the next voluntary overtime or callback will start with that employee.
- c. The Employer will maintain and furnish the Union with a current list indicating the order in which bargaining unit employees are to be offered overtime and callback.
- d. In determining whether an employee is qualified to perform a particular job, the Employer shall consider any work restrictions documented with a physician's statement for employees on limited or light duty work.
- e. If the end of the seniority list is reached, selection shall start at the top of the list and continue down to the person above the first person called.
- f. This section shall not apply to the Certified Master Mechanic when performing those duties normally assigned to others in this bargaining unit, nor shall it apply to the duties of the Certified Master Mechanic.

9.06 When it is necessary for all bargaining unit members to work overtime (except, at Employer's election, the Certified Master Mechanic), or when necessary to complete a project begun during a regular shift, an employee may not refuse the overtime assignment without the agreement of the Employer, and the above procedure need not be utilized.

9.07 The Employer shall maintain a record of overtime hours worked by each employee, and will make such record available to the Union and/or employee upon request.

9.08 For safety purposes, two qualified bargaining unit employees will be called out for overtime or callback, unless the primary purpose of the overtime or callback is to erect a barricade or temporary stop sign.

ARTICLE X – CALLBACK

10.00 Callback is defined as an official work assignment that does not continuously precede or follow scheduled working hours. Employees called back to work shall receive a minimum of three (3) hours at their applicable overtime rate of pay.

10.01 Callback assignments shall be subject to the provisions for the overtime rotation list.

10.02 If an employee is Called Back, all work assigned to the employee will be directly related to the reason he/she was called back and the employee will not be assigned non-essential work.

ARTICLE XI – HOLDOVER/CALL-IN

11.00 Holdover is defined as an official work assignment that continuously follows scheduled working hours.

11.01 An employee on holdover shall receive a minimum of one (1) hour at his/her applicable overtime rate.

11.02 Holdover is not subject to the provisions for the overtime rotation list.

11.03 Call-in is defined as an official work assignment that continuously precedes scheduled working hours.

11.04 An employee called in shall receive pay for the actual time worked at his/her applicable overtime rate.

11.05 Subject to the employer's operating needs, employees called in prior to the beginning of a shift may, if agreed between the employee and the Employer, leave after eight (8) hours, exclusive of a one-half (1/2) hour unpaid lunch, and shall be paid for eight (8) hours at regular rates.

11.06 Holdover may be applied to any shift, including regular, summer and snow removal.

ARTICLE XII – HOLIDAYS

12.00 The following are paid holidays for eligible employees:

| | |
|-------------------------------|-----------------------------|
| New Year's Day | January 1 st |
| Martin Luther King's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Spring Holiday | Friday before Easter Sunday |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 th |

| | |
|-------------------------|---|
| Labor Day | First Monday in September |
| Indigenous Peoples' Day | Second Monday in October |
| Veteran's Day | November 11 th |
| Thanksgiving | Fourth Thursday in November and the Friday after |
| Christmas Eve | Day preceding the December 25 th Holiday |
| Christmas Day | December 25 th |

12.01 Each employee may choose a one day floating holiday pursuant to the department's personal leave policy. Floating holidays do not roll over to the next calendar year.

12.02 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.

12.02 In order to be eligible for holiday pay, the employee must work the scheduled working day immediately preceding and immediately following the holiday, unless the employee's absence is due to an approved vacation, personal, sick, or other leave.

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

ARTICLE XIII – VACATIONS

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

13.01 Employees with more than five (5) years and less than ten (10) years seniority shall earn fifteen (15) working days vacation annually at a proportionate rate per pay period and shall be limited to a maximum accrual of thirty (30) working days.

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

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

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

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

13.04 No employee shall accumulate more than the maximum accrual as stated in Paragraphs 14.00, 14.01, and 14.02. Hours gained above the maximum will not be credited to the employee's vacation balance, but will be forfeited, except for unused vacation time accrued prior to December 1, 2003, previously frozen for future use or to be paid upon termination of employment with Champaign County.

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

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

13.07 Subject to the Employer's operating needs, vacations shall be scheduled as requested by the employee. Each employee wishing to schedule his vacation should request such vacation leave as far in advance as reasonably possible, but usually at least one day's notice for a request for one day or less, and usually at least one week's notice in advance of a vacation request for more than one day. In the event of conflicting requests, seniority shall govern. In the case of an emergency, vacations may be canceled and rescheduled in advance of their being taken. Any cancellation of approved vacation by the Employer shall not result in forfeiture of vacation time.

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

13.09 Upon resignation or termination, including dismissal or reduction in force, an employee is entitled to all the unused vacation time, not to exceed the maximum limits set forth in this Article.

13.10 Vacation time may be taken in increments of two (2) hours starting at the beginning and/or ending at the conclusion of a shift. Any vacation time requested in addition to the two (2) hours maybe taken in increments of fifteen (15) minutes. Vacation time may not be taken in increments below these amounts without the written consent of the Employer.

ARTICLE XIV – PERSONAL LEAVE

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

| Length of Service | Number of Days |
|-------------------------------------|----------------|
| Less than one (1) year | 1 |
| One (1) through five (5) years | 2 |
| Six (6) through fourteen (14) years | 3 |
| Fifteen (15) or more years | 4 |

14.01 No personal leave shall be taken prior to successful completion of a six-month probationary period. Personal leave may be taken in increments of no less than fifteen (15) minutes. The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave, provided, however, that prior approval for the requested leave must be obtained.

Approval will not be arbitrarily withheld.

14.02 Personal leave is granted to every employee in the amounts specified above at the beginning of each year of employment. Unused personal days shall not be carried over from one year of employment to the next except for any unused personal leave placed in the vacation reserve and frozen for future use or to be paid upon termination of employment with Champaign County under previous bargaining agreements.

ARTICLE XV – SICK LEAVE

15.00 Employees covered hereunder shall earn paid sick leave of eleven (11) days per year at a proportionate rate per pay period for the first ten (10) years of employment and for more than ten (10) years they shall earn thirteen (13) days per year. Maximum accumulation of sick leave is two-hundred-forty (240) days.

15.01 Sick leave may be used for illness, disability, injury or medical or dental appointment of the employee or an employee's spouse, son or daughter (including adopted or step son or daughter) if the employee has legal guardianship; parent (including step-parent if that individual acted as a parent of the employee when the employee was a legal minor); or other members of the employee's household.

15.02 Sick leave may be used in increments of fifteen (15) minutes a time.

15.03 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. If the investigation or evidence does not support a claim for sick leave, the Employer shall have the right to reject the claim. If furnishing such evidence involves cost to the employee, and if such evidence verifies that the employee was not abusing the sick leave, then the Employer shall pay the cost of furnishing the additional evidence.

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

15.05 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, but retiring employees may still use unused accumulated sick leave to augment IMRF benefits, if otherwise allowed by law.

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

ARTICLE XVI – FAMILY AND MEDICAL LEAVE ACT

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

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

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

16.03 The Employer will require an employee to use the employee's accrued paid vacation leave and paid personal leave, to the extent it is available, concurrent with any leave requested under FMLA. Notwithstanding this provision, the Employee may reserve up to sixty percent (60%) of his/her accrued paid time.

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

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

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

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

ARTICLE XVII – EXTENDED LEAVE OF ABSENCE WITHOUT PAY

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

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

17.02 A LOA of less than one (1) calendar month may be arranged between an employee and the Department Head. If possible, an employee requesting a LOA for a period of one (1) month or less

shall notify his/her Department Head of the request, in writing, at least three (3) days prior to the LOA.

17.03 If the employee will be absent from work longer than the accrued benefit time available to be taken plus one (1) month if granted, a request for a LOA not to exceed four (4) months shall be submitted to the County Executive. The County Executive will respond to the request for leave within five (5) working days of the date he/she receives the request for leave. The employee shall notify his/her Department Head in writing of this request as soon as he/she becomes aware of the need for an extended LOA and at least three (3) days prior to the end of benefit time or leave time already granted if possible. The written request shall contain the reason and expected length of the absence. The Department Head will submit the written request to the County Executive within five (5) days.

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

An employee who does not report for work at the end of an approved Leave of Absence or any extension thereof shall be deemed to have resigned as of the date of the employee's next scheduled work day after the expiration of the LOA. If final action on a request for leave cannot be taken until accrued benefit time has been exhausted or approved leave has expired, an employee who has not returned to work within seven (7) days after notification by the Department Head shall be deemed to have resigned.

17.04 All LOAs under Article XVIII shall be without payment of salary from Employer. Employees on an approved Leave of Absence will not earn or accrue benefit time (vacation, sick, holiday or personal leave). The Employer will continue to pay the Employer's contribution for health insurance coverage and the employee may receive creditable service for IMRF and leave benefit, 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.

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

- 1) Employee
- 2) County Executive (County Board Office)
- 3) Auditor's Office

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

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

17.08 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 Department Head to the County Executive for recommendation to the County Board 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 four (4) months stipulated by this policy. An employee on an approved LOA will be allowed to maintain his/her health insurance benefits for a period of up to one year at his/her cost. The employee's health insurance premiums must be paid either through payroll deduction, or by direct payment by the employee to the Employer at the same time as it would be made by payroll deduction.

17.09 A Leave of Absence necessitated by a work related injury will be granted as a right under Article XXIII. When the request for leave is due to a work related injury, at the option of the employee, accrued benefit time may be used to supplement Worker's Compensation benefits, not to exceed his or her normal compensation.

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

ARTICLE XVIII – BEREAVEMENT LEAVE

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

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

18.02 Employees who must travel over 400 miles as a result of the death of a relative as stated in the preceding two paragraphs shall be granted up to two additional days of bereavement leave. Verification of the required travel shall be provided to the Employer.

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

18.04 Bereavement leave may be used non-consecutively. All bereavement leave must be taken within sixty (60) days of the death. All paid bereavement leave will run concurrently with leave

under the Illinois Family Bereavement Leave Act.

ARTICLE XIX – MILITARY LEAVE

19.00 Military leave shall be granted in accordance with state and federal law.

ARTICLE XX – JURY AND WITNESS LEAVE

20.00 Employees covered hereunder who are called for jury duty shall be excused from work for the days served. The employee shall receive his normal rate of pay for each jury day for which he would have worked. During that time, if the employee is not actually performing jury duty, he shall return to work. Payment received for jury duty shall be returned to the Employer; however, the mileage reimbursement shall be retained by the employee.

20.01 If an employee testifies as a witness pursuant to subpoena, he shall be paid his regular straight-time hourly rate of pay during the time employee is required to be away from work, less any witness fees received.

ARTICLE XXI – COMPENSATORY TIME

21.00 Employees in the Champaign County Highway Department may accrue Compensatory Time up to eighty-eight (88) hours. Compensatory Time earned in excess of these eighty-eight (88) hours shall be paid for the pay period in which they are earned at the applicable overtime rate.

21.01 Compensatory time off maybe used in increments of no less than fifteen (15) minutes and no more than five (5) consecutive working days.

21.02 Subject to the Employer's operating needs, compensatory time off shall be scheduled as requested by the employee. In the event of conflicting requests, seniority shall govern. Each employee should make such request as far in advance as possible, but usually at least 24 hours in advance for the use of one (1) full day or less and one (1) week in advance for the use of more than one (1) day.

21.03 The accrual of compensatory time will be at the request of the employee.

ARTICLE XXII – WORKERS' COMPENSATION POLICY

22.00 All bargaining unit employees are covered for job related injuries or death as prescribed under the State of Illinois Worker's Compensation law.

22.01 The Employer may also elect to make "limited or light duty" work available for employees who have work related injuries or illnesses if "limited or light duty" work is available and if appropriate medical release is given by a physician. This "limited or light duty" work shall be

considered a temporary offering and not the creation of a new permanent position. The Employer will strive to provide light duty work within the Highway Department. Where such work is not available in the Highway Department, the Employer may provide light duty work in other County departments.

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

22.03 Employees are encouraged to report all work-related injuries to their supervisors within twenty-four (24) hours of discovering the injury.

22.04 For employees with non work-related injuries or illnesses, the County Engineer may offer light duty assignments if light duty work is available and if appropriate medical release is given by a physician. The Employer will strive to provide light duty work within the Highway Department for employees with non work-related injuries.

ARTICLE XXIII – FINAL PAYCHECK

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

ARTICLE XXIV – PAYCHECKS, PAYCHECK ERRORS AND DEDUCTIONS

24.00 Payroll periods end every other Saturday night at 12:00 pm and pay periods begin at 12:01 am on Sunday morning. Employee direct deposit pay stubs are distributed 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.

24.01 Any paycheck error should be referred to the employee within the department who regularly prepares the payroll. Corrections will be made no later than the following pay period with the approval of the Department Head.

24.02 The following deductions may be made from an employee's pay in accordance with 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) Dependent Insurance Coverage
- 5) Health Insurance
- 6) Deferred Compensation
- 7) United Way
- 8) Credit Union
- 9) Others as requested and/or approved

ARTICLE XXV – NON-HARASSMENT POLICY

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

25.01 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.

25.02 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.

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

ARTICLE XXVI – WAGES

26.00 Employees shall be paid according to the following wage scale:

Road Foreman

| FY2025 | FY2026 |
|----------------|----------------|
| <u>\$39.37</u> | <u>\$40.55</u> |

Highway Maintenance Worker

| Years | FY2025 3.5% | FY2026 3.0% |
|-------|----------------|----------------|
| 0 | \$31.78 | \$32.74 |
| 1 | \$32.47 | \$33.45 |
| 2 | \$33.15 | \$34.15 |
| 3 | \$33.84 | \$34.86 |
| 4+ | \$34.54 | \$35.57 |

Mechanic

| Years | FY2025 3.5% | FY2026 3.0% |
|-------|----------------|----------------|
| 0 | \$33.40 | \$34.40 |
| 1 | \$36.28 | \$37.37 |

26.01 “Years” refers to the number of years of service completed as of the beginning of respective fiscal year, which begins on January 1st.

26.02 All employees who are employed as of the signing of this contract, and are still so employed as of the last day of the second full pay period after signing, shall receive a one time bonus of \$3,000.

ARTICLE XXVII – NO STRIKES OR LOCKOUTS

27.00 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 section shall be subject to discipline up to and including discharge by the Employer.

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

ARTICLE XXVIII – PENSIONS

28.00 The benefit of the Illinois Municipal Retirement Fund (IMRF) and eligibility for IMRF benefits, including the temporary and permanent disability, pension and death benefits, are determined by the State of Illinois, not by the Employer. IMRF benefits are subject to change. The Employer will notify the employees of any changes in benefits.

ARTICLE XXIX – GRIEVANCE PROCEDURE

29.00 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.

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

29.02 Grievances will be processed in the following manner and within the stated time limits.

Time extensions beyond those outlined below may be arranged by written mutual agreement of the parties concerned. No employee or Union steward shall leave his work to investigate, file or process a grievance without first notifying and obtaining the permission of his supervisor. If necessary, grievance may be presented and investigated during an employee's working time by agreement between the Union and the Employer, which agreement shall not be unreasonably withheld. The investigation, filing and processing of grievances shall primarily be the responsibility of the steward. Time spent presenting or investigating grievances during working hours shall be reasonable and by agreement between the Union and the Employer, which agreement shall not be unreasonably withheld. An employee grievance shall be processed in the following manner:

Step 1 The aggrieved employee(s) and/or Union shall first present the issue verbally to the Highway Maintenance Supervisor within ten (10) working days of the occurrence of the incident, not including the day of the incident. The employee(s) maybe accompanied by a Union Official in the presentation. The Maintenance Supervisor will give a written response within ten (10) days following the presentation not including the day of the presentation. If the supervisor is a Department Head, an appeal from Step 1 would be directly to Step 3.

Step 2 The aggrieved employee(s) and/or Union shall reduce the grievance to writing. The written grievance shall 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 which 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 written grievance shall be presented to the Department Head within five (5) working days after the Step 1 response was received or due. The Department Head shall have five (5) 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 Step 2. If no response is given within five (5) days following the presentation, not including the day of the presentation, the grievance will be deemed denied and automatically advanced to the Step 2.

Step 3 The Union shall deliver to the Chairperson of the County Board, or designee, a copy of the grievance submitted in Step 2 of the procedure within five (5) working days after the Step 2 response is received or due by the Union. If the grievance is not delivered within this period, it is deemed automatically withdrawn unless it was automatically advanced to Step 3. The Chairperson of the County Board or designee shall meet and discuss this grievance with the

grievant and Union within five (5) working days following receipt of the grievance.

The Chair of the County Board or his designee shall have authority to examine all issues presented in the original grievance, unless barred from doing so by prior written settlement.

By mutual written agreement of the Chair of the County Board or his designee and the Union, the grievance may be remanded back to Step 2. If this is done, all deadlines and procedures shall apply to the grievance at Step 2 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, provided that it was initially filed at Step 2 in a timely manner; and
- iii. the written agreement to remand the grievance may narrow the issues for consideration.

The Chair of the County Board or his designee will submit his decision in writing within five (5) working days of the Step 3 meeting, not including the day of the meeting. If the grievance is not satisfactorily resolved within that time period, the Union may proceed to arbitration. If no response is given within five (5) working days of the Step 3 meeting, not including the day of the meeting, the grievance will be deemed denied and automatically advanced to the Arbitration.

Mediation. By mutual agreement, the parties may engage in mediation of any grievances pursuant to this Article.

Step 4 Arbitration. Grievances not resolved may be referred by either party to arbitration within seven (7) days of receipt of an answer from the Employer in Step 3. For purposes of applying this deadline, a grievance is referred to arbitration at the point the County Board Chair receives a written demand to arbitrate the grievance from the Union. Either of the parties may request the Federal Mediation and Conciliation Service of American Arbitration Association to submit a panel of nine (9) arbitrators from which the parties shall make a selection within thirty (30) 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) 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).

29.03 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; however, each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

29.04 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).

29.05 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. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next Step, up to and including Step 3. The term "work days", as used in this Article, shall mean the days when employees covered by the Agreement are scheduled to work.

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

Grievances may be withdrawn at any time. By such withdrawal, the facts giving rise to the grievance will be withdrawn with prejudice, and the applicable issue of contract interpretation will be withdrawn without prejudice.

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.

Employees shall be responsible for obtaining prior approval from their supervisors to attend grievance meetings and arbitration hearings. Such approval will not be unreasonably withheld.

The Union or the Employer may request the production of specific documents, books, papers, or witnesses, reasonably available from the other party and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. Such request may be denied if there is reasonable basis to do so, such as if materials sought are irrelevant to the issue presented, or if disclosure of the information would be contrary to law.

ARTICLE XXX – DISCIPLINE AND DISCHARGE

30.00 The Employer shall have the right to discipline or discharge any post-probationary employee with just cause. The Employer agrees that disciplinary action shall be taken as soon as practicable after the Employer becomes aware of the circumstances of the event or action giving rise to the discipline and has had a reasonable opportunity to investigate the matter.

30.01 The parties agree with the tenets of progressive and corrective discipline. The types of disciplinary action imposed in any particular case shall be based on the seriousness of the offense. No one type of disciplinary action for any previous incident shall be considered a prerequisite to the imposition of any other type of disciplinary action. Disciplinary actions shall include only the following:

Oral warning or reprimand

Written reprimand

Employee sent home without pay for the remainder of the shift Suspension (written notice to be given)

Discharge (written notice to be given)

30.02 If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public. Failure to adhere to this principle shall not be considered by an arbitrator in determining the appropriateness of or the extent of the discipline imposed in cases of discharge.

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

30.04 The Employer shall notify the employee and/or the Union when an investigatory interview will be held, and the employee shall be entitled to the presence of a Union Steward or Union representative at an investigatory interview, if he or she requests one. An investigatory interview means the questioning of an employee, initiated by the Employer, when the Employer intends or the employee reasonably believes the Employer intends to use the information obtained to support disciplinary action against that employee.

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

ARTICLE XXXI – SENIORITY

31.00 Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service since their last date of hire. Employees shall not be credited with their seniority until their probationary period has been completed. Temporary and part-time employees accrue no seniority. Seniority shall apply only where expressly required by a provision of the Agreement.

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

- 1) he voluntarily terminates his employment;
- 2) he is absent from work for three (3) consecutive days without notifying Employer, although absence without notification for any period may be cause for discipline, up to and including discharge;
- 3) he is discharged for cause;
- 4) he has been laid off for a period exceeding twelve (12) months;
- 5) he does not notify the Employer of his intention to return to work within five (5) calendar days after notification of recall from layoff is mailed, by certified mail, to his last address known to Employer, or he does not return to work within nineteen (19) calendar days of the date after notification of recall was mailed; or
- 6) he retires.

ARTICLE XXXII – LAYOFF AND RECALL

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

32.01 The Employer shall give employees to be laid off and the Union written notice of the layoff at least ten (10) working days prior to its effective date.

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

32.03 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.

32.04 To be eligible for recall, a laid-off employee shall notify the Employer of his intention to return to work within five (5) calendar days after notification of recall is mailed, by certified mail, to his last address known to the Employer, and Employee shall return to work within nineteen (19) calendar days of the date notification of recall is mailed.

ARTICLE XXXIII – UNIFORMS AND TOOLS

33.00 Tools and equipment shall be furnished by the Employer.

33.01 Whenever appropriate, the Employer will furnish and the employees shall use eye and hearing protection, anti-vibration devices and reflective vests and similar articles.

33.02 Steel-toed safety shoes shall be worn by all employees as a condition of employment and no employee will be permitted to work without such safety shoes. Such shoes shall be purchased by the employee and shall be a six (6) inch or higher work shoes of sturdy construction and shall meet the requirements and specifications for Class 75 footwear.

Casual type footwear, even if steel-toed, is not acceptable. While working outdoors in temperatures under 10 degrees Fahrenheit only, this requirement may be satisfied by wearing foot guards over other footwear that provides protection equivalent to Class 75 footwear. The requirement to wear steel-toed safety shoes or foot guards shall not apply to operators of snow removal equipment while in an enclosed cab. Employees required to wear safety shoes will be reimbursed for such purchase(s) up to \$200.00 per year.

33.03 Except as stated herein, including Section 34.02 and Section 34.04, employees will not be required to wear, nor will the Employer furnish them with uniforms. Employees will be required to wear clean and appropriate clothing and any specialized clothing or equipment which, in the opinion of the Employer, is required by law to be worn by employees. This includes requirements imposed by state or federal statute or regulation, or as a condition on the receipt of any funds received by the Champaign County Highway Department.

The Employer will post any such legal requirements on its Champaign County Highway Department bulletin boards. The Employer will furnish any specialized clothing or equipment which it requires to be worn by employees because of this Section 34.03, except the full (ankle) length pants required by Section 34.04, and the shoes required by Section 34.02, should they be required by law. Clothing that is inappropriate or offensive, as determined by the Employer, will not be permitted.

33.04 Each employee shall wear full (ankle) length pants constructed of denim or similar material.

33.05 Certified master Mechanics shall be reimbursed for clothing up to \$450 per year. Other employees shall receive up to \$300 per year reimbursement for clothing.

ARTICLE XXXIV – TRAINING

34.00 The Employer will reimburse an Employee for the expense of training to receive a Commercial Driver's License or endorsements to the Commercial Driver's License that are applicable to their job at the Champaign County Highway Department. The Employee must present an itemized receipt for tuition and books within 2 months of incurring the expense.

The Employee may request that payment be made directly to the institution at the start of a semester. For such a request, the Employee must submit proof of enrollment. Employees shall submit 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.

34.01 In the event the Employee's 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. Failure to notify the Employer of outside funding is grounds for termination.

34.02 If an Employee withdraws from a course for which the Employer has paid tuition and/or book fees, the Employee shall repay to the Employer the portion it paid.

An Employee who voluntarily leaves employment while taking a course for which the Employer has paid tuition and/or books shall repay the Employer for the portion it paid.

34.03 The Employer shall pay the cost of CDL renewal for all employees.

ARTICLE XXXV – HEALTH AND SAFETY

35.00 The Employer will provide employees with a reasonably safe work environment. The Employer agrees to enforce and continue implementation of all applicable laws governing health and safety in the work place. The Employer shall have the right to make and enforce reasonable rules to ensure the health and safety of employees, the public and others. All employees shall comply with all safety rules and regulations established by the Employer as a condition of their employment.

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

35.02 The Employer and the Union acknowledge that a valid and non-suspended Class A airbrake endorsement combination vehicle Illinois Commercial Driver's License (CDL) is a condition precedent to the continued employment of all members of the bargaining unit.

35.03 The Employer is entitled to adopt, administer and enforce a drug and alcohol testing policy for the employees of this bargaining unit. That policy shall be the policy previously adopted by the Employer and currently administered for the Employer by Carle Clinic, as it may be amended

from time to time. All bargaining unit employees shall comply with the requirements of that policy, as amended from time to time. Any positive test for drugs in violation of that policy shall result in the immediate termination of the employee. A second positive test for alcohol in violation of that policy shall result in the immediate termination of the employee. A first positive test for alcohol in violation of that policy shall result in termination of the employee if the employee fails to comply with the counseling and treatment recommended under the provisions of the policy or other requirements of the policy, otherwise a single positive test for alcohol in violation of the policy shall not be a basis for suspension or termination. Screening tests, as defined in the policy, shall not be used as a sole basis for disciplinary action if the employee immediately submits to additional testing and otherwise complies with all requirements of the policy. The Employer will notify the Union of any changes in the policy made by either the Employer or the entities administering the policy for the Employer.

35.04 No employee shall be allowed to work while there is any amount of alcohol exceeding the limits set forth in the above-mentioned Drug and Alcohol Policy or any amount of any drug, substance or compound listed in the Illinois Cannabis Control Act, Illinois Controlled Substances Act, or Illinois Use of Intoxicating Compounds Act in the employee's blood, breath or urine. All bargaining unit employees shall submit to testing of the employee's blood, breath or urine, at the expense of the Employer, if the Employer has a reasonable suspicion that the employee is under the influence of alcohol or any such drug, substance or compound.

ARTICLE XXXVI – TRANSPORTATION

36.00 The Road Foreman will be assigned a vehicle to travel to and from his home as well as during his work day. The Road Foreman is allowed to use this vehicle for official County business only. Employees will be responsible for transportation to and from the County garage before and after work. Employer will furnish transportation from the County garage to the point or points where work is to be done and also back to the County garage at the conclusion of the shift.

ARTICLE XXXVII – HEALTH AND LIFE INSURANCE

37.00 The Employer shall make available to all employees a group medical, major medical and hospital health insurance plan. Employees shall be eligible for health insurance coverage if they work at least thirty (30) hours per week and have completed at least two (2) months of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage. Employees may elect health insurance coverage for themselves and their eligible dependents.

37.01 **Health Insurance Plan/Benefit Structure.** Changes to the benefits structure of the Health Insurance Plan to be offered in subsequent fiscal years may be modified only in accordance with the terms of the Agreement for Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix A.

37.02 **Additional Alternative Health Care Plans.** The County may offer additional alternative health plans to its employees in accordance with the terms of the Agreement for a Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix A. If an

employee selects an alternate health plan provided by the Employer with a premium rate higher than the health insurance plan defined in 37.00 and 37.01, the employee shall pay the additional premium costs associated with that plan. If an employee selects an alternative health care plan provided by the Employer with a premium rate lower than the health insurance plan defined in 37.00 and 37.01, the Employer shall make available the difference in annual premium to be applied toward deductible costs through a Health Care Reimbursement Account made available to the employee.

37.03 Employee Premium Cost Sharing. Beginning January 1, 2025, the County shall pay eighty-six percent (86%) of the monthly premium cost of the employees' single coverage and the employee shall pay fourteen percent (14%) but no more than \$150.10 per month. Beginning January 1, 2026, the County shall pay the same proportion of the monthly premium cost of the employee's single coverage and the employee shall pay up to but no more than \$160.00 per month.

37.04 Dependent Premium Cost. For employees who enroll in a health insurance plan which also covers dependents, the County will pay the amount of the single health insurance plan as designated to be paid by the Employer in 37.03 toward dependent insurance costs, at minimum. The employee shall pay the remaining balance of the monthly premium for the dependent health insurance benefits he has selected, except in the case where both spouses are employed by the County. Beginning January 1, 2025, the County will contribute two hundred (\$200.00) monthly over the current Employer contribution as defined in 37.03 toward the medical insurance premium cost of the Employee plus Spouse coverage; \$250 toward the Employee Plus Children coverage; and \$300 for Family coverage if selected by the employee.

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

37.06 The County will make available at its group rate health insurance coverage for employees who retire, and their dependents. The premium for retiree and retiree dependent coverage will be paid in full by the retired employee.

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

37.08 If the LMHIC approves an FY2026 HDHP with a deductible in excess of \$2000 and without an HCA that includes reimbursement above \$2000 the employer will establish an HRA for all

employees that includes reimbursement above \$2000, pending LMHIC approval. If the LMHIC does not approve the HRA the Union may notify the Employer of its intent to reopen negotiations with respect to wages, bonus, personal days, premium cost sharing, Healthcare Savings Accounts or other insurance add-ons but not the insurance package as approved by the LMHIC.

37.09 Life Insurance. The Employer shall provide employees with life insurance coverage of \$20,000.00. An employee shall be eligible for life insurance coverage if he works at least thirty (30) hours per week and has completed at least two (2) months of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage.

37.10 Insurance benefits shall be subject to the provisions of the policy or policies between the employee and the carrier(s). A difference between an employee or her beneficiary and the insurance carrier or the processor of claims shall not be subject to the grievance procedure provided for in this Agreement.

ARTICLE XXXIII – GENDER

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

ARTICLE XXXIX – SUBCONTRACTING

39.00 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 elimination of bargaining unit position(s). 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 XL – LABOR-MANAGEMENT MEETINGS

40.00 For the purpose of maintaining communication between labor and management in order to cooperatively discuss and solve problems of mutual concern, each party shall designate two representatives who shall meet twice a year. Unless otherwise agreed, such meetings shall be scheduled for an hour prior to quitting time, and shall be without loss of pay for normal working hours, but shall be unpaid beyond normal working hours.

ARTICLE XLI – EMPLOYEE PERSONNEL FILES

41.00 The Employer shall maintain only one (1) personnel file for each employee, which does not include any file created pursuant to the next paragraph of this Article. An employee and/or his authorized representative shall have the right to review the file. Such review may be made during working hours with no loss of pay. Reasonable requests to copy documents shall be honored. The Employer shall give the employee a copy of any disciplinary action or material which is placed in

the employee's file. Detrimental information not related to the performance of job duties shall not be placed in the employee's file. An employee may grieve over the factuality or propriety of any material in the file.

41.01 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:

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

ARTICLE XLII – USE OF GPS TECHNOLOGY

42.01 The intended purpose of GPS tracking technology on Champaign County Highway Department vehicles is to enhance the operational efficiency of the department, improve services to the public, improve safety of employees, and enforce the rules and regulations of employment with the County.

42.02 Bargaining unit employees who operation equipment with GPS installed shall be given a brief overview of the systems capabilities and its intended use. Any vehicle equipped with this technology shall have a notice affixed to the interior notifying employees that it is so equipped.

42.03 The parties agree that GPS equipment will not be relied upon as the basis for employee discipline without an investigative interview with the affected employee & full consideration of the facts. In the event that data retrieved from the DPS system is used in the employer's decision to discipline an employee, the union shall, upon request, be provided with all relevant data.

ARTICLE XLIII – PARENTAL LEAVE

43.00 Parental leave of 12 weeks paid leave is available for eligible employees for the birth of a child or placement of a child through adoption or foster care.

Eligible employees must be:

- a regular full-time or part-time employee; and
- have been employed with the County at least 12 months; and
- worked at least 1,250 hours during the 12 month period immediately before the commencement of leave; and
- meet the requirements for parental leave as defined under FMLA; and
- have given birth to a child; or

- are a spouse of a woman who has given birth to a child; or
- the father of a newborn child; or
- have adopted or been placed with a foster child, who is age 17 or younger, except the adoption of a spouse's child.

All leave must run concurrent with approved FMLA.

Employees are not required to exhaust all other paid leave before taking parental leave.

Parental leave must be taken within 12 months of the qualifying event.

Parental leave must be taken as 12 continuous weeks by the birthing parent. Non-birthing parents may choose to take up to 4 weeks immediately after the birth and the remainder of their leave in as one continuous leave within 12 months of the birth.

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

ARTICLE XLIV – AUTHORITY OF THE CONTRACT

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

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

ARTICLE XLV – ENTIRE AGREEMENT

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

45.01 To the extent there is a conflict between the provisions of this Agreement and prior agreements and/or understandings, oral or written, expressed or implied, between the parties, it is the intent of the parties that the provisions of this Agreement shall control.

45.02 To the extent the parties are obligated bylaw to recognize the past practices of the Champaign County Highway Department, the past practices of the Champaign County Highway Department shall be binding only on the Champaign County Highway Department and shall not be evidence of past practices for any other Champaign County Department or Office. Moreover, the past practices of any other Champaign County Department or Office shall not be binding on the Champaign County Highway Department. Nor shall they be evidence of the past practices of the Champaign County Highway Department.

ARTICLE XLVI – TERM OF AGREEMENT

46.00 This Agreement shall be effective January 1, 2025, and shall continue in full force and effect until December 31, 2026, and thereafter from year-to-year, unless no more than one-hundred twenty (120) but at least sixty (60) days prior to December 31, 2026, 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 this ____ day of _____, 2025.

FOR THE EMPLOYER

County Executive

for the Champaign County Board

FOR THE UNION:

APPENDIX A

AGREEMENT ON JOINT HEALTH INSURANCE COMMITTEE

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

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

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

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

1. The parties to this Agreement are as follows: County of Champaign; American Federation of State, County and Municipal Employees Council 31, Local 900 (AFSCME), and Fraternal Order of Police Labor Council;

2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1. Attachment 1 is the current health insurance plan;

3. The plan as described in Attachment 1 shall continue in force as the Champaign County Health Benefit Plan for the term of this Agreement, unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Health Benefit Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.

4. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or $\frac{3}{4}$ vote of the total number of members of the Health Insurance Committee, and approved, if necessary (i.e. budget and contract approval), by the County Board of Champaign County, Illinois. As an example, twelve members of a sixteen member committee would be required to vote for a change in order to modify the provisions of the Plan, subject to County Board approval if necessary. Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.

5. Each of the parties has full authority of its governing board, its membership, or whatever group or sub-group within its structure who would have the ultimate authority to enter

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

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

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (710 ILCS 51/1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

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

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

The parties to this Agreement, in consideration of their mutual undertakings and obligation,

mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the County of Champaign. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the County of Champaign and its non-represented employees, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.

7. The Health Insurance Committee shall be composed of sixteen (16) regular and four (4) alternative members appointed by the parties as follows:

- a. The County Board shall appoint two (2) regular members of the Committee and one alternate as representatives of the Board;
- b. The AFSCME and FOP unions shall each select four (4) regular members of the Committee and one alternate as representative of each respective union;
- c. The County Administrator, Health Insurance Specialist, HR Generalist, and three (3) non-bargaining employees appointed by the County Administrator shall constitute the six (6) regular members of the Committee, and one alternate as representatives of administration;

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

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.

9. The Committee shall meet on a bi-monthly basis from January through June, and shall meet on a monthly, semi-monthly or weekly basis, as determined by the Committee, from July through September. A special meeting of the Committee shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days written notice to the members. A quorum for any meeting of the Committee is established when at least nine (9) regular members of the Committee are present, and of those nine (9) there is at least one regular member from each represented bargaining unit

and County administration in attendance.

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

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

10. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the committee who are employees and who are on duty shall be granted time off work to attend Committee and subcommittee meetings and be paid at the appropriate rate when attending said meetings.

11. In the event that, after reasonable effort, the Health Insurance Committee is unable to reach agreement or the Insurance Plan is not approved by the County Board and the Committee, the Health Insurance Committee may be dissolved by the County Board or upon eight or more voting Committee members providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than eight Committee members request to dissolve the Committee, the Committee shall continue to function. In the event that such dissolution occurs, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the Insurance Plan shall remain unchanged as of the date of dissolution.

12. It is agreed and understood that the County of Champaign, being a unit of local government, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of units of local government, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the County and any other party.

13. This Agreement shall remain in full force and effect for a period of three (3) years from the date hereof. This Agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves a thirty (30) day written notice on the others of their wish to modify or terminate this Agreement.

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

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