



ANNUAL PROBATION PLAN ATTACHMENTS

COUNTY FISCAL YEAR 2019

SERVING

CHAMPAIGN COUNTY

*Submitted to the
Administrative Office of the Illinois Courts
Probation Services Division
Of the
Supreme Court of Illinois*

Attachment 1: Probation Mission Statement
(Required if changed or updated)

There have been no changes to the Probation Mission Statement.



Attachment 2: Juvenile Detention Mission Statement
(If applicable)
(Required if changed or updated)

There have been no changes to the Juvenile Detention Mission Statement.



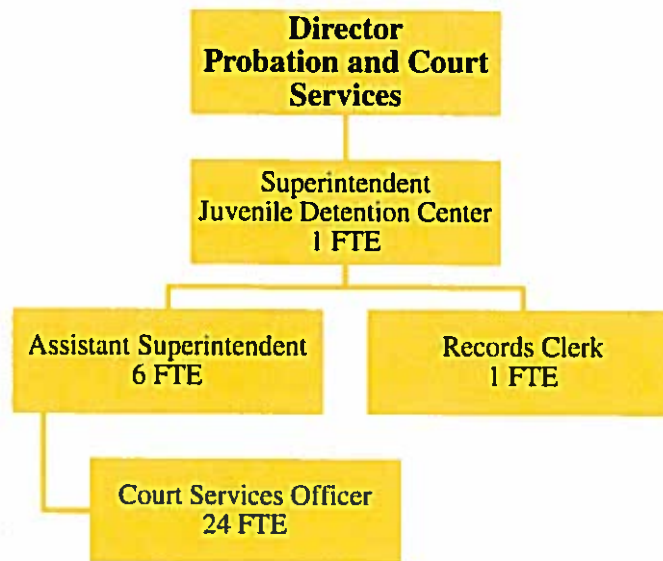
**Attachment 3: County Fiscal Year 2019 Budget
(Required)**

Attached



JUVENILE DETENTION CENTER

Fund 080-051



Juvenile Detention Center positions: 32 FTE

MISSION STATEMENT

The Champaign County Probation and Court Services Department is charged with the supervision, education, and care of minors detained at the Juvenile Detention Center. In addition to ensuring the safety of the detainees while in secure care, the Department provides necessary programming to address the special needs of the detainee population. The Department is required to present minors to the Court per statutory guidelines and as ordered by the Court. The Juvenile Detention Center provides these services in accordance with guidelines established by the Illinois Department of Corrections, the Administrative Office of the Illinois Courts, Illinois Statutes, and circuit/local judicial requirements.

BUDGET HIGHLIGHTS

To offset operating expenses for the Probation and Court Services Department, the Administrative Office of the Illinois Courts provides reimbursement for a portion of personnel costs. The table below sets forth the Department's salary reimbursement allocations for State Fiscal Years 2014 through 2019, together with the Dollar Amount and Percentage of Increase/Decrease as compared to the prior State Fiscal Year:

STATE FISCAL YEAR	FINAL ALLOCATION	AMOUNT OF INCREASE/DECREASE	% INCREASE/ DECREASE
2019	\$1,536,922	-\$288,676	-15.8%
2018	\$1,825,598	-\$130,980	-6.7%
2017	\$1,956,578	-\$27,682	-1.4%
2016	\$1,984,260	-\$190,528	-8.8%
2015	\$2,174,788*	+\$497,570	+29.7%
2014	\$1,677,218	+\$402,665	+31.6%

*Includes Supplemental Allocation to fund the addition of three officers (two at the Juvenile Detention Center and one in the Specialized Services Division of the Adult Probation Division).

We would note that payments from the State of Illinois are typically delayed for a number of months. Thus far for State FY2018 (July 1, 2017 to June 30, 2018), we have received payments for the months of July 2017-April 2018 totaling \$1,814,916.69, leaving a balance of \$10,681.31.

To offset the reduction in salary reimbursement in State FY2018, a total of \$183,500 will be transferred from Fund 618-052 (Probation Services Fees) to the General Corporate Fund in County FY2018. Of that amount, \$130,190 will be transferred to Department 051 (Juvenile Detention Center) and \$53,310 will be transferred to Department 052 (Court Services).

On July 3, 2018, we were notified that our salary reimbursement allocation for State FY2019 is \$1,536,922, a reduction of \$288,676 (-15.8%). In response to this most recent decrease in funding, the Department will transfer an additional \$140,000 from the Probation Services Fund to the General Corporate Fund in County FY2019. This brings the total transfer to offset reductions in salary reimbursement to \$323,500. Of that amount, \$230,325 will be transferred to Department 051 (Juvenile Detention Center) and \$93,175 will be transferred to Department 052 (Court Services).

The staffing level at the JDC is expected to remain stable for FY2019 with one Superintendent, six Assistant Superintendents, and 24 Detention/Court Services Officers. In addition, the JDC is supported by one Records Clerk.

The table below sets forth the Average Daily Population at the Juvenile Detention Center for the current Fiscal Year to date as well as for each of the previous five Fiscal Years, together with the Percentage of Increase/Decrease as compared to the prior Fiscal Year:

Fiscal Year	Average Daily Population	Increase (+)/Decrease (-) from Prior FY
2018	17.29*	+8.13%
2017	15.99	-17.24%
2016	19.32	-1.33%
2015	19.58	+9.57%
2014	17.87	+9.97%
2013	16.25	-3.96%

*Estimated

Detainee capacity at the JDC was reduced in FY2010 to a maximum of 25 minors. Although the reduced capacity did not adversely affect the level of services to the Courts and the community for the first several years, legislation effective January 1, 2014 raising the State’s juvenile court jurisdiction to include 17-year-old individuals charged with felonies had a measurable impact on the detention population. The impact on local detention services of recent legislation prohibiting commitment to the Illinois Department of Juvenile Justice of minors adjudicated for misdemeanor offenses as well as certain Class 3 and Class 4 felony offenses is not yet fully known. However, it is reasonable to expect that that legislation might result in greater use of local detention resources for minors previously eligible for commitment to the Illinois Department of Juvenile Justice.

Unlike in the previous three Fiscal Years when we expended a total of \$34,129 (316 bed days) on out-of-county boarding of juveniles, we have not experienced the need to contract for out-of-county boarding due to overcrowding at the JDC thus far in FY2018.

Staff, outside agencies and volunteers, provide a wide variety of services and programming for juveniles detained at the Champaign County Juvenile Detention Center. The following is a list of agencies and volunteer organizations that provide services and programming for residents of the Juvenile Detention Center:

Regional Office of Education for Champaign-Ford Counties: Provides education services throughout the school year and a six-week session of summer school.

- Correct Care Solutions: Provides medical and mental health services to residents of the facility through a contractual agreement with Champaign County.
- Champaign County Mental Health Board: Provides funding for “*Parenting With Love & Limits*,” which is offered through Rosecrance.
- Champaign-Urbana Public Health District: Provides education on sexually transmitted diseases and testing for sexually transmitted diseases.
- Rosecrance: Offers substance abuse and mental health counseling as well as “*Parenting With Love & Limits*.”
- Pavilion Behavioral Health Care: Provides mental health services and treatment for detained juveniles.
- Screening Assessment and Support Services (SASS): Sponsored by the Illinois Department of Healthcare and Family Services of Champaign County, SASS provides crisis assessment as well as referral and counseling through a single point of entry known as Crisis and Referral Entry Services (CARES).
- Rape Advocacy Counseling & Education Services (R.A.C.E.S.): Provides education and training for staff and residents on issues related to sexual assault, sexual harassment, and healthy relationships. R.A.C.E.S. also assists with training for staff in fulfilling the requirements of the Prison Rape Elimination Act (PREA).
- TALKS Mentoring: A weekly mentoring and motivational program taught by Dr. Harold Davis.
- University of Illinois, College of Library Sciences: The Graduate School of Library Sciences offers literary enhancement services and assists in our facility library.
- University of Illinois, School of Music: The School of Music provides residents with education and experiences with music.
- University of Illinois, School of Science: The School of Science provides residents with science education and assists them with conducting experiments.
- University of Illinois Extension, Master Gardener’s Program: The Master Gardener’s Program provides residents with education and practical exercises in horticulture. Additionally, Master Gardeners, with the assistance of residents, maintain a flower and plant garden at the Juvenile Detention Center and assist residents with planting, growing and harvesting a large vegetable garden at the Detention Center. Vegetables and fruits harvested at JDC are provided to the residents of the Center and are also used to feed clients of the Daily Bread Soup Kitchen in Champaign.
- Illinois Balanced and Restorative Justice Initiative (IBARJ): Assists staff and juveniles on restorative justice practices, which includes training and providing technical assistance to JDC staff on how to infuse restorative practices into their work with youth.
- Local Churches: Provide religious services for residents on a weekly basis.

The Juvenile Detention Center does not anticipate any significant increases in operating expenses for FY2019.

FINANCIAL

Fund 080 Dept 051			2017	2018	2018	2019
			Actual	Original	Projected	Budget
331	73	USDA-NAT SCHL LUNCH/SNACK	\$16,591	\$18,000	\$22,000	\$20,000
331	74	USDA-NAT SCHOOL BREAKFAST	\$9,250	\$10,000	\$12,000	\$11,000
334	62	ISBE-IL SCHL BRKFST/LUNCH	\$417	\$300	\$300	\$400
335	60	STATE REIMBURSEMENT	\$1,239,782	\$1,184,123	\$1,173,450	\$993,724
		FEDERAL, STATE & LOCAL SHARED REVENUE	\$1,266,040	\$1,212,423	\$1,207,750	\$1,025,124
341	27	OUT OF COUNTY DETAINEES	\$4,575	\$0	\$0	\$0
		FEES AND FINES	\$4,575	\$0	\$0	\$0
369	42	WORKER'S COMP. REIMB.	\$0	\$0	\$3,064	\$0
369	90	OTHER MISC. REVENUE	\$0	\$0	\$68	\$0
		MISCELLANEOUS	\$0	\$0	\$3,132	\$0
371	18	FROM PROB SERV FUND 618	\$56,373	\$130,190	\$130,190	\$230,325
		INTERFUND REVENUE	\$56,373	\$130,190	\$130,190	\$230,325
		REVENUE TOTALS	\$1,326,988	\$1,342,613	\$1,341,072	\$1,255,449
511	3	REG. FULL-TIME EMPLOYEES	\$1,484,553	\$1,519,392	\$1,519,392	\$1,498,212
511	4	REG. PART-TIME EMPLOYEES	\$52,904	\$63,960	\$63,960	\$63,960
511	5	TEMP. SALARIES & WAGES	\$0	\$1,250	\$1,250	\$1,250
		PERSONNEL	\$1,537,457	\$1,584,602	\$1,584,602	\$1,563,422
522	1	STATIONERY & PRINTING	\$0	\$200	\$200	\$200
522	2	OFFICE SUPPLIES	\$535	\$1,700	\$1,700	\$1,700
522	3	BOOKS, PERIODICALS & MAN.	\$0	\$500	\$200	\$200
522	6	POSTAGE, UPS, FED EXPRESS	\$39	\$50	\$50	\$50
522	10	FOOD	\$4,476	\$5,000	\$5,000	\$5,000
522	11	MEDICAL SUPPLIES	\$3,056	\$3,000	\$3,000	\$3,000
522	13	CLOTHING - INMATES	\$4,420	\$3,500	\$3,500	\$3,500
522	14	CUSTODIAL SUPPLIES	\$621	\$700	\$700	\$700
522	15	GASOLINE & OIL	\$2,833	\$5,000	\$3,000	\$5,000
522	28	LAUNDRY SUPPLIES	\$1,001	\$1,500	\$1,500	\$1,500
522	44	EQUIPMENT LESS THAN \$5000	\$4,856	\$1,000	\$1,500	\$2,000
522	90	ARSENAL & POLICE SUPPLIES	\$318	\$200	\$200	\$200
522	91	LINEN & BEDDING	\$1,053	\$1,000	\$1,000	\$1,000
522	93	OPERATIONAL SUPPLIES	\$3,864	\$4,000	\$4,000	\$4,000
		COMMODITIES	\$27,072	\$27,350	\$25,550	\$28,050
533	6	MEDICAL/DENTAL/MENTL HLTH	\$100,116	\$102,225	\$125,087	\$130,080
533	7	PROFESSIONAL SERVICES	\$0	\$1,000	\$0	\$300
533	12	JOB-REQUIRED TRAVEL EXP	\$0	\$250	\$250	\$250
533	16	OUTSIDE PRISON BOARDING	\$5,250	\$20,000	\$10,000	\$20,000
533	33	TELEPHONE SERVICE	\$1,299	\$1,700	\$1,700	\$1,700
533	36	WASTE DISPOSAL & RECYCLNG	\$85	\$100	\$200	\$200
533	40	AUTOMOBILE MAINTENANCE	\$755	\$1,100	\$1,000	\$1,000

533	42	EQUIPMENT MAINTENANCE	\$4,223	\$2,000	\$2,000	\$2,000
533	51	EQUIPMENT RENTALS	\$0	\$150	\$150	\$150
533	70	LEGAL NOTICES,ADVERTISING	\$498	\$250	\$250	\$250
533	95	CONFERENCES & TRAINING	\$1,252	\$3,000	\$3,000	\$3,000
534	11	FOOD SERVICE	\$32,034	\$42,700	\$42,700	\$42,700
534	40	CABLE/SATELLITE TV EXP SERVICES	\$157	\$160	\$160	\$160
		EXPENDITURE TOTALS	\$145,669	\$174,635	\$186,497	\$201,790
			\$1,710,198	\$1,786,587	\$1,796,649	\$1,793,262

EXPENSE PER CAPITA and FULL TIME EMPLOYEE HISTORY information is included in the General Corporate Fund Budget Summary.

ALIGNMENT to STRATEGIC PLAN

County Board Goal 1 – Champaign County is committed to being a High Performing, Open and Transparent Local Government Organization

- Participate in community programming to share resources available in, and to, the Department
- Conduct tours of facilities on a regular basis for members of the community
- Develop and offer criminal justice system training presentations for local area schools and/or groups

County Board Goal 2 – Champaign County Maintains High Quality Public Facilities and Highways and Provides a Safe Rural Transportation System and Infrastructure

- Fully utilize the Public Service Work program for basic maintenance services at the Juvenile Detention Center and other county facilities, providing relief to the General Corporate Fund
- Monitor facilities and utilize resources available to the Department to maintain those facilities
- Be aware of improvements in security systems, programming, etc., that can contribute to the maintenance of facilities and the utilization of current buildings and systems to meet ongoing demands for space

County Board Goal 3 –Champaign County Promotes a Safe, Just and Healthy Community

- Provide monitoring services to probationers and individuals on electronic home confinement
- Provide resources for the GPS surveillance of offenders in the community
- Provide services to clients to promote their successful transition to healthy, safe, and productive lifestyles, including cognitive group programming

County Board Goal 4 – Champaign County is a County that Supports Balanced, Planned Growth to Balance Economic Growth with Preservation of Our Natural Resources

- Assess and monitor available resources to obtain the highest return for money spent
- Evaluate community resources, community programming, and Departmental resources to maintain a consistent, informed, and current response to any increase in demand for services

DESCRIPTION

There are three categories of juveniles processed at the Juvenile Detention Center:

1. Juveniles who are brought in and released without an intake being completed;
2. Juveniles admitted through a formal intake process and released without detention; and

3. Juveniles admitted through a formal intake and ultimately detained.

Each staff member at JDC places a priority on addressing the first group of juveniles. Prior to being released from the facility, every attempt is made to identify services available in the community that may assist the juvenile and/or the juvenile's family. Although we have no legal relationship with the minor/family, local social service agency information is provided to assist the minor and his/her family. The JDC also coordinates efforts with the Youth Assessment Center to ensure that youths who are being diverted from formal delinquency proceedings through referrals to the Youth Assessment Center receive necessary and appropriate services.

Staff members at JDC utilize a standardized scoring instrument to screen all juveniles who go through the formal intake process. This instrument is completed at intake, with the results providing a basis for the decision to detain, or not to detain, the juvenile.

For detained juveniles, the Juvenile Detention Center provides a wide range of services to support the juveniles' physical, emotional, social development, and educational needs. Detention Center staff members perform numerous roles to include security monitor, counselor, disciplinarian, activity coordinator, and recorder of behavior.

OBJECTIVES

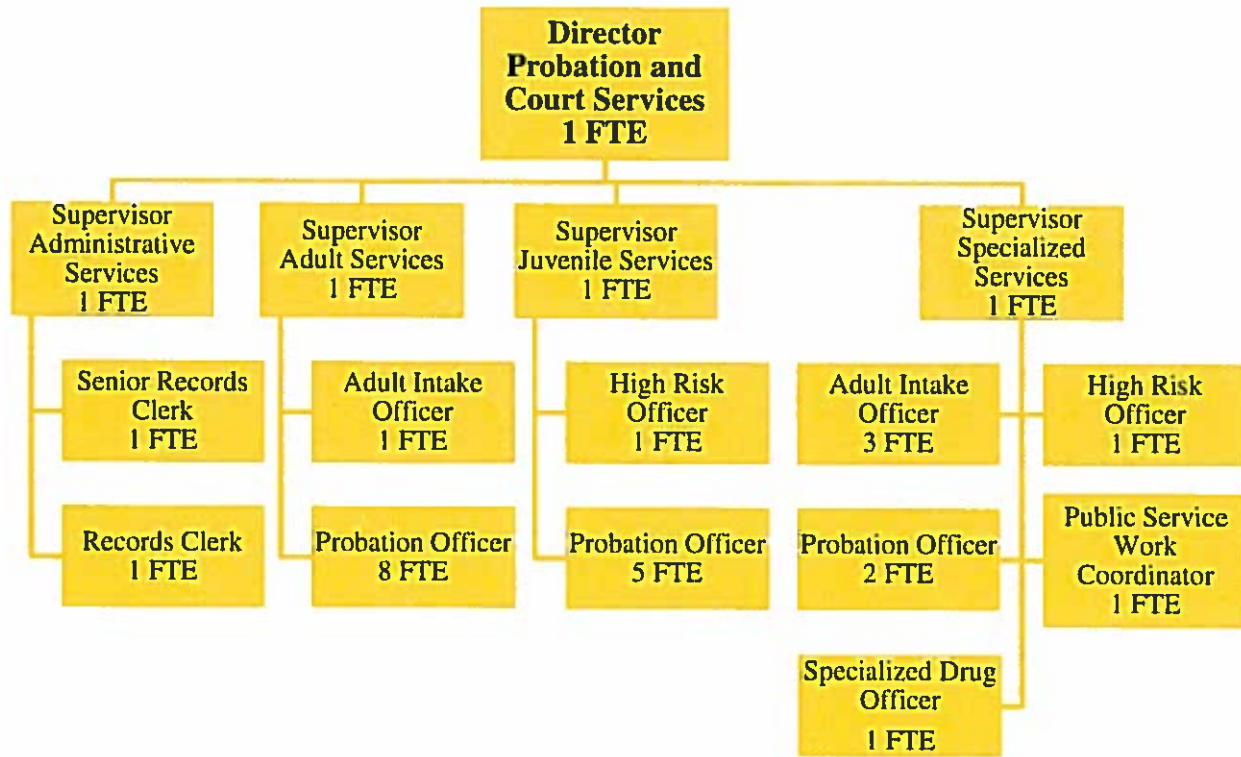
1. All detainees have their needs met in an appropriate manner
2. All training objectives are met for staff
3. Programming opportunities are maximized
4. Services provided satisfy requirements of state agencies and local judiciary

PERFORMANCE INDICATORS

Indicator	2017 Actual	2018 Projected	2019 Budgeted
Number of Minors Presented for Possible Admission (includes Minors Detained by Court Order or Warrant)	546	564	592
Number of Admissions to JDC (includes Minors Detained by Court Order or Warrant)	294	310	326
Number of Minors Screened & Released Without Detention	252	254	267
Average Daily Population	15.99	17.29	18.15

COURT SERVICES

Fund 080-052



Court Services positions: 30 FTE

MISSION STATEMENT

The Court Services Department is mandated to provide supervision for clients as ordered by the Court. The Department encompasses Adult Supervision, Specialized Services, Juvenile Supervision, High Risk Juvenile Services, and the Juvenile Court Alternatives Initiative (JCAI). The Department has interaction with almost every social service agency in Champaign County and is committed to providing quality services to the community and its clients.

BUDGET HIGHLIGHTS

To offset operating expenses for the Probation and Court Services Department, the Administrative Office of the Illinois Courts provides reimbursement for a portion of personnel costs. For detailed information about the level of salary reimbursement for State Fiscal Years 2014 through 2019, as well as information about transfers from the Probation Services Fund to offset reductions in salary reimbursement, please see the Budget Narrative for the Juvenile Detention Center (Fund 080-051).

Staffing for the Court Services Department is expected to remain stable for FY2019 with 23 Probation/Court Services Officers, three Unit Supervisors, and one Administrative Supervisor. The Director, although paid from the Court Services budget, supervises the entire Department (Probation/Court Services and the Juvenile Detention Center). The Court Services Department is supported by only two Records Clerk positions, requiring Court Services Officers to assist in covering the reception area and greeting/directing incoming clients as the need arises.

FINANCIAL

Fund 080 Dept 052			2017	2018	2018	2019
			Actual	Original	Projected	Budget
335	60	STATE REIMBURSEMENT	\$644,324	\$641,475	\$652,148	\$543,198
		FEDERAL, STATE & LOCAL SHARED REVENUE	\$644,324	\$641,475	\$652,148	\$543,198
369	90	OTHER MISC. REVENUE	\$1,453	\$0	\$0	\$0
		MISCELLANEOUS	\$1,453	\$0	\$0	\$0
371	18	FROM PROB SERV FUND 618	\$30,081	\$53,310	\$53,310	\$93,175
		INTERFUND REVENUE	\$30,081	\$53,310	\$53,310	\$93,175
REVENUE TOTALS			\$675,858	\$694,785	\$705,458	\$636,373
511	2	APPOINTED OFFICIAL SALARY	\$99,879	\$102,260	\$102,260	\$90,359
511	3	REG. FULL-TIME EMPLOYEES	\$1,457,891	\$1,487,974	\$1,487,974	\$1,524,521
511	5	TEMP. SALARIES & WAGES	\$0	\$1,000	\$1,000	\$1,000
		PERSONNEL	\$1,557,770	\$1,591,234	\$1,591,234	\$1,615,880
522	1	STATIONERY & PRINTING	\$790	\$850	\$850	\$850
522	2	OFFICE SUPPLIES	\$1,815	\$6,250	\$5,000	\$5,000
522	3	BOOKS, PERIODICALS & MAN.	\$492	\$700	\$700	\$700
522	6	POSTAGE, UPS, FED EXPRESS	\$0	\$50	\$50	\$50
522	11	MEDICAL SUPPLIES	\$111	\$225	\$225	\$225
522	14	CUSTODIAL SUPPLIES	\$0	\$250	\$250	\$250
522	15	GASOLINE & OIL	\$3,911	\$5,000	\$5,000	\$5,000
522	44	EQUIPMENT LESS THAN \$5000	\$1,072	\$1,500	\$2,500	\$3,000
522	90	ARSENAL & POLICE SUPPLIES	\$302	\$650	\$750	\$750
522	93	OPERATIONAL SUPPLIES	\$1,041	\$1,900	\$1,500	\$1,500
		COMMODITIES	\$9,534	\$17,375	\$16,825	\$17,325
533	6	MEDICAL/DENTAL/MENTL HLTH	\$28	\$500	\$0	\$250
533	7	PROFESSIONAL SERVICES	\$0	\$500	\$0	\$250
533	12	JOB-REQUIRED TRAVEL EXP	\$0	\$500	\$100	\$250
533	33	TELEPHONE SERVICE	\$2,087	\$3,000	\$3,000	\$3,000
533	36	WASTE DISPOSAL & RECYCLNG	\$350	\$500	\$500	\$500
533	40	AUTOMOBILE MAINTENANCE	\$230	\$2,000	\$2,000	\$2,000
533	42	EQUIPMENT MAINTENANCE	\$90	\$1,000	\$1,000	\$1,000
533	51	EQUIPMENT RENTALS	\$46	\$0	\$0	\$0
533	70	LEGAL NOTICES,ADVERTISING	\$0	\$500	\$500	\$500
533	93	DUES AND LICENSES	\$0	\$100	\$0	\$100
533	95	CONFERENCES & TRAINING	\$2,928	\$1,200	\$2,000	\$2,000
		SERVICES	\$5,759	\$9,800	\$9,100	\$9,850
EXPENDITURE TOTALS			\$1,573,063	\$1,618,409	\$1,617,159	\$1,643,055

EXPENSE PER CAPITA and FULL TIME EMPLOYEE HISTORY information is included in the *General Corporate Fund Budget Summary*.

ALIGNMENT to STRATEGIC PLAN

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- Fully utilize the Public Service Work program for basic maintenance services at the Champaign County Courthouse and other county facilities, providing relief to the General Corporate Fund
- Monitor facilities and utilize resources available to the Department to maintain those facilities
- Be aware of improvements in security systems, programming, etc., that can contribute to maintenance of facilities and the utilization of current buildings and systems to meet ongoing demands for space

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- Provide monitoring services to probationers and individuals on electronic home confinement
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County Board Goal 4 – Champaign County is a County that Supports Balanced, Planned Growth to Balance Economic Growth with Preservation of Our Natural Resources

- Assess and monitor available resources to obtain the highest return for money spent
- Evaluate community resources, community programming, and Departmental resources to maintain a consistent, informed, and current response to any increase in demand for services

DESCRIPTION OF SERVICES

The Probation and Court Services Department is divided into two primary divisions – Adult Services and Juvenile Services. To properly classify cases, officers in the Adult Services Division use the assessment tool mandated by the Administrative Office of the Illinois Courts – the Level of Service Inventory-Revised (LSI-R). A similar assessment tool, referred to as the Youth Assessment Screening Instrument (YASI), is used for juveniles. The level of monitoring and surveillance required by each client is determined through these assessments. Beginning in 2019, the Department will implement new assessment tools mandated by the Administrative Office of the Illinois Courts. The Adult Services Division will use the Illinois Adult Risk Assessment System (ARA) and the Juvenile Services Division will use the Illinois Juvenile Risk Assessment System (JRA). The Department continues to focus on providing flexible supervision methods which can be adapted to the changing risk/needs of each client.

The Adult Services Division supervises approximately 1,300 probation clients and monitors in excess of 2,000 court supervision/conditional discharge clients. The Juvenile Services Division supervises approximately 125 clients. Officers prepare sentencing reports; interview and complete assessments;

monitor and report on compliance; provide referral and agency information to clients; interact with numerous social service agencies; facilitate and process inter- and intra-state transfers of cases; and provide/receive information to/from every criminal justice agency within the County. Officers assigned to conduct surveillance during evening and weekend hours may be authorized to carry weapons. Officers are required to complete their own reports and to compile monthly statistical data to assist the Department in meeting State and local reporting requirements.

OBJECTIVES

1. Fulfill statutory and Champaign County Circuit Court requirements through delivery of services in a timely and efficient manner
2. Enhance public safety by accurately assessing risk/needs of each client
3. Provide required and appropriate training for all staff
4. Provide enhanced programming for clients to reduce recidivism

PERFORMANCE INDICATORS

Indicator	FY2017 Actual	FY2018 Projected	FY2019 Budgeted
Number of Juveniles successfully discharged from supervision	76	78	80
Percentage of Juveniles successfully discharged from supervision	66%	68%	70%
Number of Juveniles committed to the Illinois Department of Juvenile Justice	27	25	25
Number of Adults successfully discharged from probation	460	490	510
Percentage of Adults successfully discharged from probation	66%	68%	70%
Number of Adults committed to the Illinois Department of Corrections	94	90	90

JUVENILE INTERVENTION/COURT SERVICES OPERATIONS FEES

Fund 618-051

The Probation and Court Services Operations Fee was established on August 17, 2012 by Champaign County Circuit Court Administrative Order 2012-04. This order states in part: "Pursuant to subsection 1.1 of 705 ILCS 105/27.3a, the Clerk of the Circuit Court is hereby ordered to charge and collect a fee of \$10.00 on defendants upon a judgment of guilty or grant of supervision in felony, traffic, misdemeanor, local ordinance, or conservation cases except the fee shall not be charged and collected in cases governed by Supreme Court Rule 529 in which the bail amount is \$120.00 or less... the Clerk of the Circuit Court shall, on a monthly basis, transfer all fees collected... for deposit into the Probation and Court Services Fund... monies will be disbursed only upon the direction of the Chief Judge of the Sixth Judicial Circuit or his designate in accordance with the policies and guidelines approved by the Illinois Supreme Court... effective September 1, 2012."

BUDGET HIGHLIGHTS

Revenue in this fund is generated through the collection of Probation and Court Services Operations Fees, which was authorized in 2012 (see above). Monies in this fund can be disbursed only upon the direction of the Chief Judge of the Sixth Judicial Circuit or his designate.

To date, the Chief Judge has authorized the expenditure of Court Services Operations Fees totaling \$52,097.55 as follows: \$36,782.04 in FY2016 and FY2017 for the 2016-17 annual lease payments on an I Series computer for the integrated justice system, and \$15,315.51 in FY2016 for the purchase and installation of a video arraignment system at the Juvenile Detention Center. The Chief Judge has not yet issued directives for the expenditure of Court Services Operations Fees for FY2018 and no expenditures from this fund are anticipated for the remainder of the current fiscal year.

We would note that this fund also contained unexpended grant funds which were designated to provide unique training opportunities for juvenile officers or to fund unique programming for juvenile services in the absence of other funding sources. Those monies were fully expended in FY2017.

FINANCIAL

Fund 618 Dept 051			2017	2018	2018	2019
			Actual	Original	Projected	Budget
341	10	COURT FEES AND CHARGES	\$38,776	\$42,000	\$42,000	\$42,000
		FEES AND FINES	\$38,776	\$42,000	\$42,000	\$42,000
		REVENUE TOTALS	\$38,776	\$42,000	\$42,000	\$42,000
533	7	PROFESSIONAL SERVICES	\$0	\$50,000	\$0	\$50,000
533	95	CONFERENCES & TRAINING SERVICES	\$552	\$0	\$0	\$0
			\$552	\$50,000	\$0	\$50,000
571	14	TO CAPITAL IMPRV FUND 105	\$30,652	\$0	\$0	\$0
		INTERFUND EXPENDITURE	\$30,652	\$0	\$0	\$0

EXPENDITURE TOTALS**\$31,204****\$50,000****\$0****\$50,000*****OBJECTIVES***

Revenue generated through the collection of Probation and Court Services Operations Fees will be expended at the direction of the Chief Judge of the Sixth Judicial Circuit or his designate in accordance with policies and guidelines approved by the Illinois Supreme Court.

PERFORMANCE INDICATORS

Indicator	2017 Actual	2018 Projected	2019 Budgeted
Funds expended on programming for juvenile services and unique training opportunities for juvenile services personnel	\$551	\$0	\$0
Funds expended at the direction of the Chief Judge of the Sixth Judicial Circuit	\$30,651	\$0	\$50,000

PROBATION SERVICES

Fund 618-052

MISSION STATEMENT

The mission of this Department is to abide by all rules and regulations regarding the use of Probation Services Fees; to submit all required plans in a timely fashion; to continue to provide appropriate services, programming and assistance to support the change process for clients, regardless of their ability to pay for those services; and to support the operations and services of the Court Services Department.

BUDGET HIGHLIGHTS

Probation Services Fees are used to fund a variety of programs, services and operational expenses for clients, the Department, and Champaign County. The performance indicators demonstrate how funds are utilized to support the Department's mission. The Department is committed to paying for the continuation of these services/items.

Probation Services Fees are used to pay for cognitive groups for both adult and juvenile offenders; sex offender, substance abuse and mental health evaluations; GPS monitoring for sex offender clients; group and individual counseling for sex offenders; sexually transmitted diseases testing for clients; scholarships for Partner Abuse Intervention Programs, anger management and moral reconnection therapy groups for adult clients; workbooks and other supplies for anger management and moral reconnection therapy classes; language interpreter services; emergency housing and transportation assistance; etc. Our aim is for every offender to receive appropriate services, programming and assistance to support the client's change process, regardless of their ability to pay for those services.

This fund is a significant contributor to the Champaign County Drug Court effort. Fees are used to pay for drug testing and Secure Continuous Remote Alcohol Monitoring (SCRAM) systems for Drug Court participants as well as the costs of a cognitive skills group attended by Drug Court clients, evaluations for potential Drug Court participants, drug testing services and supplies, and training for Drug Court Team members.

This fund also supports a variety of Public Service Work projects, which provide work sites for clients to complete court-ordered public service work requirements. Funds have been used to support special projects such as electronic and hazardous materials recycling events; painting projects for the Village of Thomasboro, the Champaign County Courthouse, the Brookens Administrative Center, the Juvenile Detention Center, the Children's Advocacy Center, Head Start, the Youth Assessment Center and Illinois Law Enforcement Alarm Services (ILEAS); tree removal for the Village of Ludlow; and maintenance of Harvey Cemetery in Urbana.

For a number of years, subsidy amounts received from the State of Illinois for reimbursement of probation officer salaries decreased significantly. In order to offset reductions in salary reimbursement and to lessen the impact of personnel costs on the County's budget, the Department contributed monies from the Probation Services Fund to the County's General Corporate Fund from FY2009 through FY2013. Because of increased salary reimbursement allocations from the Administrative Office of the Illinois Courts for State FY2014 and SFY2015, contributions to the General Corporate Fund from the Probation Services Fund to offset reductions in salary reimbursement were eliminated in County FY2014 and CFY2015, but were reinstated for CFY2016, CFY2017 and CFY2018 when salary reimbursement allocations were reduced.

For detailed information about the level of salary reimbursement for State Fiscal Years 2014 through 2019, as well as information about transfers from the Probation Services Fund to offset reductions in salary reimbursement, please see the Budget Narrative for the Juvenile Detention Center (Fund 080-051).

FINANCIAL

Fund 618 Dept 052			2017	2018	2018	2019
			Actual	Original	Projected	Budget
335	60	STATE REIMBURSEMENT	\$72,472	\$0	\$0	\$0
		FEDERAL, STATE & LOCAL SHARED REVENUE	\$72,472	\$0	\$0	\$0
341	18	PROBATION SERVICES FEE	\$374,274	\$425,000	\$400,000	\$400,000
		FEES AND FINES	\$374,274	\$425,000	\$400,000	\$400,000
361	10	INVESTMENT INTEREST	\$10,138	\$0	\$10,000	\$10,000
363	10	GIFTS AND DONATIONS	\$1,500	\$0	\$4,000	\$0
369	90	OTHER MISC. REVENUE	\$800	\$0	\$2,750	\$0
		MISCELLANEOUS	\$12,438	\$0	\$16,750	\$10,000
		REVENUE TOTALS	\$459,184	\$425,000	\$416,750	\$410,000
522	1	STATIONERY & PRINTING	\$147	\$500	\$250	\$500
522	2	OFFICE SUPPLIES	\$0	\$500	\$0	\$500
522	3	BOOKS,PERIODICALS & MAN.	\$3,360	\$1,500	\$4,000	\$6,000
522	6	POSTAGE, UPS, FED EXPRESS	\$31	\$50	\$50	\$250
522	11	MEDICAL SUPPLIES	\$35,754	\$35,000	\$40,100	\$45,500
522	15	GASOLINE & OIL	\$42	\$1,500	\$250	\$1,500
522	19	UNIFORMS	\$0	\$500	\$250	\$500
522	44	EQUIPMENT LESS THAN \$5000	\$1,969	\$5,500	\$10,000	\$10,000
522	45	VEH EQUIP LESS THAN \$5000	\$0	\$0	\$509	\$0
522	90	ARSENAL & POLICE SUPPLIES	\$76	\$1,500	\$1,000	\$1,500
522	93	OPERATIONAL SUPPLIES	\$2,461	\$5,000	\$3,100	\$5,000
		COMMODITIES	\$43,840	\$51,550	\$59,509	\$71,250
533	6	MEDICAL/DENTAL/MENTL HLTH	\$219	\$3,000	\$500	\$1,500
533	7	PROFESSIONAL SERVICES	\$139,302	\$250,000	\$135,000	\$250,000
533	12	JOB-REQUIRED TRAVEL EXP	\$15	\$250	\$100	\$250
533	24	CLIENT EMPLOYABILITY EXP	\$864	\$2,500	\$2,000	\$2,500
533	29	COMPUTER/INF TCH SERVICES	\$0	\$0	\$750	\$1,000
533	33	TELEPHONE SERVICE	\$0	\$250	\$106	\$250
533	36	WASTE DISPOSAL & RECYCLNG	\$14	\$1,500	\$100	\$500
533	40	AUTOMOBILE MAINTENANCE	\$243	\$1,000	\$1,000	\$1,000
533	42	EQUIPMENT MAINTENANCE	\$881	\$3,250	\$1,500	\$3,000
533	50	FACILITY/OFFICE RENTALS	\$1,100	\$1,500	\$1,250	\$1,500
533	51	EQUIPMENT RENTALS	\$3,377	\$2,500	\$3,500	\$4,000
533	79	PUBLIC SERVICE WORKER EXP	\$1,322	\$2,750	\$1,500	\$2,750
533	84	BUSINESS MEALS/EXPENSES	\$3,754	\$2,500	\$3,500	\$4,000
533	93	DUES AND LICENSES	\$2,850	\$3,500	\$3,500	\$3,500
533	95	CONFERENCES & TRAINING	\$24,491	\$25,000	\$25,000	\$25,000

534	37	FINANCE CHARGES,BANK FEES SERVICES	\$4 \$178,436	\$0 \$299,500	\$0 \$179,306	\$0 \$300,750
544	30	AUTOMOBILES, VEHICLES CAPITAL	\$0 \$0	\$35,000 \$35,000	\$39,658 \$39,658	\$35,000 \$35,000
571	14	TO CAPITAL IMPRV FUND 105	\$10,000	\$10,000	\$10,000	\$10,000
571	30	TO COURT AUTOMTN FUND 613	\$15,000	\$15,000	\$15,000	\$0
571	80	TO GENERAL CORP FUND 080 INTERFUND EXPENDITURE	\$86,454 \$111,454	\$183,500 \$208,500	\$183,500 \$208,500	\$323,500 \$333,500
EXPENDITURE TOTALS			\$333,730	\$594,550	\$486,973	\$740,500

FUND BALANCE

FY2017 Actual	FY2018 Projected	FY2019 Budgeted
\$1,500,334	\$1,472,111	\$1,133,611

The goal for this Fund is to maintain a fund balance equal to, or greater than, two years of expenditures, or approximately \$1,000,000. This allows the Department to maintain present programming and, at the same time, assures that we are able to respond to any long-term changes in revenue.

The projected decrease in the Fund Balance for FY2018 (approximately 12%) is partially attributable to the fact that we have budgeted just over \$242,000 for Professional Services, which, to a large extent, includes services provided to offenders in keeping with the policies and guidelines for expenditures of Probation Services Fees approved by the Illinois Supreme Court. Although we do not anticipate fully expending the authorized appropriation for Professional Services in FY2018, the full appropriation offers the Department some flexibility in meeting the needs of offenders and allows us to respond to the needs of the Department and the requirements of the local judiciary. In addition, transfers from this Fund to the General Corporate Fund to address reductions in salary reimbursement increased from \$86,454 in County FY2017 to \$183,500 in County FY2018, an increase of \$97,046 (112%) and we are budgeting an additional transfer of \$140,000 in County FY2019.

ALIGNMENT to STRATEGIC PLAN

County Board Goal 1 – Champaign County is Committed to being a High Performing, Open and Transparent Local Government Organization

- To participate in community programming to share resources available in, and to, the Department

County Board Goal 2 – Champaign County Maintains High Quality Public Facilities and Highways and Provides a Safe Rural Transportation System and Infrastructure

- To fully utilize the Public Service Work program for basic maintenance services at the Champaign County Courthouse and other county facilities, providing relief to the General Corporate Fund
- To monitor facilities and utilize resources available to the Department to maintain those facilities
- To be aware of improvements in security systems, programming, etc., that can contribute to the maintenance of facilities and the utilization of current buildings and systems to meet ongoing demands for space

County Board Goal 3 –Champaign County Promotes a Safe, Just and Healthy Community

- To provide monitoring services to probationers and individuals on electronic home confinement
- To provide resources for the GPS surveillance of offenders in the community
- To provide services to clients to promote their successful transition to healthy, safe, and productive lifestyles, including cognitive group programming

County Board Goal 4 – Champaign County is a County that Supports Balanced, Planned Growth to Balance Economic Growth with Preservation of Our Natural Resources

- To assess and monitor available resources to obtain the highest return for money spent
- To evaluate community resources, community programming, and Departmental resources to maintain a consistent, informed, and current response to any increase in demand for services

DESCRIPTION

The Court Services Department receives fees ordered by the Court as mandated by Statute (730 ILCS 110/15.1). The expenditure of fees is regulated by the Administrative Office of the Illinois Courts (the AOIC) and all plans for expenditures are approved by the Chief Judge of the Sixth Judicial Circuit and the AOIC. The AOIC’s guidelines require that priority for the expenditure of these monies be given to the purchase of services relating to the Annual Probation Plan’s program goals which are not otherwise covered through existing state or local funding. Expenditures of Probation Services Funds must take into consideration the needs of the client population and bear a reasonable relationship to the source of the funds collected.

OBJECTIVES

The objectives and goals are to provide the Department with funds to pay for services that are not covered by existing local or state funding. It is imperative that these fees be spent judiciously to allow the fund to meet the various needs of the Department and of the Court.

PERFORMANCE INDICATORS

Indicator	FY2017 Actual	FY2018 Projected	FY2019 Budgeted
Total Funds Expended	\$333,730	\$487,000	\$634,875
Funds Expended for Offender Services	\$168,677	\$174,000	\$192,500
% of Total Funds Expended	51%	36%	30%
Funds Expended for Non-Offender Services	\$53,599	\$104,500	\$108,875
% of Total Funds Expended	16%	21%	17%
Funds Transferred to Champaign County (includes contributions to the Capital Improvement Fund, the Court Automation Fund, and the General Corporate Fund to offset reductions in salary reimbursement)	\$111,454	\$208,500	\$333,500
% of Total Funds Expended	33%	43%	53%

Attachment 4: Budget Matrix
(Required)

See the provided Budget Matrix form Excel Spreadsheet

Attached



1. Standard Fund of Funds Start Type	Final	1/1/2019	
2. Standard Fund of Funds End Date	12/31/2019		

Include in Spending Review

Division	Agency	Agency General Fund	State Maintenance (County-Admin)	State Maintenance (County-Admin)	State Maintenance (County-Admin)	State Maintenance (County-Admin)	Grants	Overseas Snow Fee	Decorative Snow Fee	Salaries/Retirement	Production Fee	Other Fee	Other Production Retention	All Other Funds	Total
Development	Public	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SEE DEFINITION	\$1,245,573.56	\$200,510.45	N/A	N/A	\$1,472,094.01
Development	Public	\$1,748,236.19	\$401,998.00	\$141,200.00	N/A	N/A	N/A	N/A	N/A	MATRIX	\$410,000.00	\$42,000.00	N/A	N/A	\$2,743,534.19
PERSONNEL:															
		Salary									\$323,500.00				\$323,500.00
		Fixed Rate Benefits									\$0.00				\$645,954.16
		Fixed Allowance	\$1,075,207.03	\$401,998.00	\$141,200.00						\$0.00				\$1,618,405.03
DEBT SERVICE:															
		Out of County Bonds													\$0.00
		Other Debt Service													\$0.00
CLIENT SERVICES:															
		Computer Programming									\$45,000.00				\$45,000.00
		Consulting Services									\$25,000.00				\$25,000.00
		Print/Manual Printing									\$45,000.00				\$45,000.00
		Print/Manual Reproduction									\$0.00				\$0.00
		Education Programs									\$7,000.00				\$7,000.00
		Electronic Imaging/IDP									\$30,000.00				\$30,000.00
		Emergency Meeting									\$2,500.00				\$2,500.00
		Emergency Services									\$0.00				\$0.00
		Language Access Services									\$7,500.00				\$7,500.00
		Psychological Testing/Production									\$22,500.00				\$22,500.00
		Public/Community Service Operations									\$0.00				\$0.00
		Statistical Information/Printer Costs									\$0.00				\$0.00
		Other Professional/Client Services	\$250.00								\$0.00				\$250.00
OPERATIONAL:															
		Computer Hardware/Software									\$0.00				\$0.00
		Office Safety Equipment	\$750.00								\$2,000.00				\$2,750.00
		Professional Operations Service Contracts									\$1,000.00				\$1,000.00
		Public/Community Service Supplies									\$5,750.00				\$5,750.00
		Print/Client Expenses	\$7,250.00								\$37,750.00				\$45,000.00
		Video Equipment									\$0.00				\$0.00
		Other Equipment/Operations	\$16,075.00								\$35,000.00				\$51,075.00
TRAINING & RECREATION:															
		Training	\$2,000.00								\$39,000.00				\$41,000.00
		Recreation	\$100.00								\$3,500.00				\$3,600.00
ALL OTHERS EXPENDITURES:															
		Other Expenditures	\$750.00								\$4,875.00				\$5,625.00
		Amount Funds (Less than zero)									\$0.00				\$0.00
TOTAL EXPENDITURES:															
		Ending Balance	\$1,774,823,619	\$401,998,000	\$141,200,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$644,875,000	\$50,000.00	\$0.00	\$0.00	\$2,976,498,119
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,036,698,560	\$200,510.45	\$0.00	\$0.00	\$1,239,209,011
NOTE: The County FY2019 Budget for the Production Services Fee 1 and															
(1) is \$21,100.00 and the Production Services Fee 2 is \$21,100.00.															
Please Note: \$13,471, which includes most of the above items. Although															
we do not anticipate any other production services, the															
and the responsibility of the local producer. For the purposes of this															
audit, we have stated only what we reasonably expect to request from															
the Production Services Fee Fund in County FY2019.															
Total Balance Forward															\$1,239,209,011

Fund	100118	100118
Account Number		
Account Name		

Category	Subcategory	Account Number	Account Name	Account Description	Account Type	Account Balance
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Category	Subcategory	Account Number	Account Name	Account Description	Account Type	Account Balance
Medical	Medical	Medical	Medical	Medical	Medical	Medical

Medical	Medical	Medical	Medical	Medical	Medical	Medical
Medical	Medical	Medical	Medical	Medical	Medical	Medical

Medical	Medical	Medical	Medical	Medical	Medical	Medical
Medical	Medical	Medical	Medical	Medical	Medical	Medical

Medical	Medical	Medical	Medical	Medical	Medical	Medical
Medical	Medical	Medical	Medical	Medical	Medical	Medical

Medical	Medical	Medical	Medical	Medical	Medical	Medical
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Medical	Medical	Medical	Medical	Medical	Medical	Medical

Medical	Medical	Medical	Medical	Medical	Medical	Medical
Medical	Medical	Medical	Medical	Medical	Medical	Medical

Total Balance Forward: \$8,800

Attachment 5: Grant Funding (If applicable)

Please complete a *Grant Funding Description Form* for all of the grants that the probation and court services department is currently receiving. This should match the grants received in the current budget.

Grant Funding Description Form	
1.	Funding Agency: <u>Not Applicable</u>
2.	Project Name:
3.	Grant Amount:
4.	Grant Start Date:
5.	Grant Term/Expiration Date: _____
6.	Project Description: _____
7.	Project Outcome Data and Information over current grant term (e.g., year 1 of 3 grant): <ul style="list-style-type: none">• Number of clients referred for services? _____• Number of participants? _____• Number of participants that successfully completed? _____• Number of participants that unsuccessfully completed? _____• Number of participants that were rearrested? _____
<i>(This form may be duplicated as needed)</i>	



**Attachment 6: Salary Shortfall
(Required)**

See the provided CFY2019 Salary Shortfall Worksheet Excel Spreadsheet

Attached



CFY 2019 Salary Shortfall Worksheet

County/Department Name : Champaign County

County Fiscal Year : January 1st
*(Must enter month of new CFY)**

	Column 1	Total Column
Enter Total GIA salaries as of July 1	\$ 2,016,124.50	\$ 1,008,062.25
Total GIA salaries proposed as of December 1	\$ 2,002,201.50	\$ 1,001,100.75
Total number of Salary Subsidy positions	17	\$ 204,000.00
Total Pretrial Salaries as of July 1	\$ -	\$ -
Total Pretrial Salaries proposed as of December 1	\$ -	\$ -
<u>Total Dept. Salaries</u> (automatically calculates)		\$ 2,213,163.00
<u>Enter the amount for Total Allocations for Fiscal Year --></u>		\$1,536,922.00
Total Departmental Salary Reimbursement Shortfall (automatically calculates)		\$ 676,241.00
Requested Shortfall Amount	\$ 323,500.00	\$ (352,741.00)

*** For the formula to calculate correctly, the month which begins the CFY needs to be completely spelled out.**

For December 1st CFY (Formula): GIA & Pretrial salaries as of July 1st, divide by 12, multiplied by 5.

For December 1st CFY (Formula): GIA & Pretrial proposed Dec. 1st salaries, divide by 12, multiplied by 7.

For September 1st CFY (Formula): GIA & Pretrial salaries as of July 1st, divide by 12, multiplied by 2.

For September 1st CFY (Formula): GIA & Pretrial proposed Dec. 1st salaries, divide by 12, multiplied by 10.

For October 1st CFY (Formula): GIA & Pretrial salaries as of July 1st, divide by 12, multiplied by 3.

For October 1st CFY (Formula): GIA & Pretrial proposed Dec. 1st salaries, divide by 12, multiplied by 9.

For January 1st CFY (Formula): GIA & Pretrial salaries as of July 1st, divide by 12, multiplied by 6.

For January 1st CFY (Formula): GIA & Pretrial proposed Dec. 1st salaries, divide by 12, multiplied by 6.

Salary Subsidy (Formula): Total Salary Subsidy positions multiplied \$12,000.

Attachment 7: \$10 Probation Service Fee Administrative Order
(If applicable)
(Required if new or updated)

Attached



IN THE CIRCUIT COURT OF ILLINOIS
SIXTH JUDICIAL CIRCUIT

ADMINISTRATIVE ORDER NO. 2018-5

**SUBJECT: OPERATIONS FEE FOR PROBATION & COURT SERVICES
DEPARTMENTS**

Effective immediately, pursuant to 705 ILCS 105/27.3a and 730 ILCS 110/15.1, the clerks of the Circuit Court of the Sixth Judicial Circuit shall charge and collect an additional \$10 operations fee for the probation and court services department operations. Such fee shall be deposited into the probation and court service fund. The operations fee shall be paid by the defendant in any felony, traffic, misdemeanor, local ordinance or conservation case upon a judgement of guilty or grant of supervision, except such \$10 operations fee shall not be charged and collected in cases governed by Supreme Court Rule 529 in which the bail amount is \$120 or less. The collected monies shall be disbursed from the probation and court services fund only at the direction of the chief judge of the circuit or another judge designated by the Chief Circuit Judge in accordance with the policies and guidelines approved by the Supreme Court.

ENTERED THIS 17TH DAY OF JULY, 2018.



Honorable Richard L. Broch
Chief Circuit Judge
Sixth Judicial Circuit

**Attachment 8: Interstate Compact Application Fee Administrative
Order**

(If applicable)

(Required if new or updated)

Attached



IN THE CIRCUIT COURT OF ILLINOIS

SIXTH JUDICIAL CIRCUIT

ADMINISTRATIVE ORDER NO. 2018-1

WHEREAS Illinois is a member state of the Interstate Compact for Adult Offender Supervision; and

WHEREAS, 730 ILCS 5/5-9-1.13 requires persons who seek to transfer probation to another state subject to the Interstate Compact for Adult Offender Supervision must pay a fee of \$125.00 to the proper administrative or judicial authority before being granted the transfer, which such fee is to be deposited into the general fund of the county to be used to defray the cost of retrieving offenders who violate the terms of their transfer to other states; and

WHEREAS, the clerk of the court of the county in which the case exists is best suited to receive such fee from the offender seeking transfer; and

WHEREAS, to provide uniformity to address these requests to transfer probation to another state, the petition and order attached as "Exhibit A" shall be used in substantially similar form.


IT IS THEREFORE ORDERED THAT:

1) A person who seeks to transfer probation to another state subject to the Interstate Compact for Adult Supervision shall pay a fee of \$125.00 before being granted the transfer or otherwise arrange for payment. All payments should be made to the clerk of the court of the county in which the case exists;

2) The clerk of the court of the county shall transfer such fee payment to the treasurer of the respective county to be deposited into the general fund of the county with the proceeds of this fee to be used to defray the costs which may be required to retrieve offenders that violate the terms of their transfers to other states pursuant to 730 ILCS 5/5-9-1.12;

3) Persons who seek to transfer probation to another state subject to the Interstate Compact for Adult Offender Supervision shall petition the court in a substantially similar form as is attached as "Exhibit A".

Dated: January 16, 2018



Honorable Richard L. Broch
Chief Circuit Judge
Sixth Judicial Circuit

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
_____ COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS

vs.

No. _____

Defendant.

PETITION FOR TRANSFER TO OTHER STATE

I, _____ hereby request that I be given permission to
transfer to _____
(insert complete address)

for the purpose of _____

and I have paid or made arrangement for the required \$125.00 transfer fee.

Dated: _____
_____ Defendant

Objection

No Objection
_____ Probation Officer

Objection

No Objection
_____ State's Attorney

ORDER

It is ordered that this petition is allowed. It is further ordered that petitioner shall further comply with all terms of the Interstate Compact for Adult Offender Supervision and such further requirements as petitioner's probation officer may direct.

Petition is denied. The \$125.00 transfer fee to be refunded to petitioner.

Dated _____
_____ Judge

Exhibit A

Attachment 9: Pretrial Service Fee Administrative Order
(If applicable)
(Required if new or updated)

Not Applicable



Attachment 10: Current Approved Compensation Plan(s) (Required)

Officers in the following job classifications are covered under a Collective Bargaining Agreement with the Fraternal Order of Police: Court Services Officer (Supervision), Court Services Officer (Juvenile Detention Center), Drug Specialist, and Senior Court Services Officer (note: pursuant to a Letter of Agreement with the Fraternal Order of Police, the separate pay scale for Drug Specialist was eliminated from the Collective Bargaining Agreement when the employee occupying the position when the Agreement was ratified vacated that position).

Annual salary increases for employees covered by the Collective Bargaining Agreement are subject to the provisions of Article XIX, Sections 19.1 and 19.2 of the Agreement (see Attachment #19). In accordance with Article XIX, Section 19.1, all employees in the bargaining unit will receive a “two (2.0) percent general wage increase,” effective January 1, 2019. In addition, Article XX of the Collective Bargaining Agreement provides that performance appraisals for employees covered by the Agreement will be completed on an annual basis.

For all non-bargaining unit employees, the Department adheres to the Salary Administration Guidelines set forth in Chapter 9 of the County’s Personnel Policy (see attached). Non-bargaining unit personnel include the Director, Superintendent-Juvenile Detention Center, Supervisor-Administrative Services, Supervisor-Adult Services, Supervisor-Juvenile Services, Supervisor-Specialized Services, and Assistant Superintendents-Juvenile Detention Center.

Pursuant to County Board Resolution No. 2018-180 (see attached), a 2.5% across the board wage increase for County FY2019 has been allocated to non-bargaining employees, effective January 1, 2019.

In accordance with Chapter 9 of the Champaign County Personnel Policy, the Champaign County Board annually determines the salary administration adjustments for non-bargaining employees to be included in the ensuing fiscal year budget. Each year in March-April, Salary Administration conducts a salary survey to review the mid-point valuation of jobs in Champaign County. In May of each year, Salary Administration provides a recommendation to the Finance Committee of any recommended mid-point changes pursuant to market to be implemented on the following January 1st for the ensuing fiscal year. On June 21, 2018, the County Board adopted Resolution No. 2018-180, which provides for a 2.5% increase to the salary ranges for non-bargaining employees, effective January 1, 2019. For additional details, please see the attached Memorandum by Interim County Administrator Deb Busey and Deputy County Administrator of Finance Tami Ogden, dated June 1, 2018.



CHAPTER 9 – SALARY ADMINISTRATION GUIDELINES

9-1 DEFINITIONS

- 9-1.1 **Position Description** - A written set of criteria regarding the essential duties and responsibilities performed in a position and the minimum knowledge, skills, abilities, education, training and experience required to perform the job. Position descriptions will be written and maintained by the Salary Administrator, in consultation with the appropriate Department Heads.
- 9-1.2 **Authorized Position** - A single job slot allocated to a County department authorized by the Board as full time or part time. Part-time positions are stated as a percentage of full-time, or average hours worked. All authorized positions shall be identified by a specified County position description.
- 9-1.3 **New Position Description** - Creation of a new job and, therefore, a new position description.
- 9-1.4 **New Position** - Creation of a new authorized position in a County department or increase in an existing position based upon an existing or a new position description, which has been documented by a position questionnaire and has been evaluated by the Job Evaluation Committee.
- 9-1.5 **Transfer** - The process of hiring or moving a current County employee from one authorized position and position description to a new authorized position and/or position description within the County personnel system.
- 9-1.6 **Reclassification/Position Re-Evaluation** - The process of deleting an existing authorized position in a County department and creating a new authorized position based upon an existing or new position description.
- 9-1.7 **Midpoint** - The midpoint as a control point, represents the dollar value that the County is willing to pay an experienced employee for performing consistently competent work that fully meets all position requirements in a job of a given level of difficulty and responsibility. It also reflects favorable competitive rates paid in the employment market for experienced employees in similar jobs.
- 9-1.8 **Maximum** - The maximum salary is the highest salary paid for a particular position. The maximum is expressed as 120% of the midpoint.
- 9-1.9 **Minimum** - The minimum salary is beginning salary for a particular position. The minimum is expressed as 80% of the midpoint.
- 9-1.10 **Salary Administrator** - A Department Head or employee who has been appointed by the Champaign County Board and whose responsibilities include the implementation of and compliance with the Salary Administration Guidelines.
- 9-1.11 **Salary Range** - A salary range is established based on the midpoint, which represents the dollar value the County is willing to pay an experienced employee for performing consistently competent work that fully meets all position requirements. The salary range represents the normally expected variation in individual performance. The salary minimum is 80% of the midpoint, and the maximum is 120% of the midpoint. The range, from minimum to maximum is 150%. The established salary range for the Attorney grade varies in that the range from minimum to maximum is 172%, with the minimum established at 77.3% of the midpoint; and the maximum established at 133% of the mid-point for this grade.

- 9-1.12 **Experienced** - A candidate whose Knowledge, Skills, Abilities; and Education and Experience substantially exceed the minimum requirements as stated in the appropriate position description.
- 9-1.13 **Inexperienced** - A candidate whose Knowledge, Skills, Abilities; and Education and Experience meet the minimum requirements as stated in the appropriate position description.
- 9-1.14 **Exempt/Non-Exempt Pay Practice Status** - Determination made by the State's Attorney's Office, according to Fair Labor Standards Act (FLSA) Guidelines, of the salary grid applicable to a position.
- 9-1.15 **Job Content Evaluation Committee** - A selected group of County employees who have been trained in the Champaign County Salary Administration System. The Committee, as convened by the Salary Administrator, meets to review existing or proposed County position documentation and establish a job point evaluation to the position. The Job Content Evaluation Committee will be comprised of the following positions with Champaign County government:
- a. County Administrator
 - b. Deputy County Administrator
 - c. Director of Probation/Court Services
 - d. Chief Deputy Sheriff
 - e. Chief Deputy Treasurer
 - f. Assistant County Engineer
 - g. Supervisor of Grounds Maintenance
 - h. Senior Assistant State's Attorney Labor & Personnel
- 9-1.16 **Job Content Evaluation Points** - The expression of a position's relative importance to the County as it compares to the contribution made by all other positions. Job points are established by utilizing the Employers' Association of Illinois Plan. The four areas of basic criteria used to determine the "total point value" are: Working Conditions, Effort, Knowledge/Skill and Responsibility.

9-2 SCHEDULE OF AUTHORIZED POSITIONS & SALARY GRID

- 9-2.1 The Schedule of Authorized Positions reflects the quantity and position title of all permanent positions in every County Department as approved by the Champaign County Board. Temporary positions are controlled solely by a Department's line item in their appropriated budget. The County Board's appropriations for salaries to Department's budgets will only be made to positions approved for the Schedule of Authorized Positions. No full-time, part-time, or per diem employee may be paid except through service in a position which is authorized to the Schedule of Authorized Positions. Recommendation for additions or deletions to the Schedule of Authorized Positions will be made by committee approval initiated by the Finance Committee for recommendation to the County Board. The Salary Administrator will be responsible for maintaining the Schedule of Authorized Positions.
- 9-2.2 The Salary Grids reflect every position title in the County personnel system, with the exception of positions represented by bargaining units, with a minimum, midpoint, and maximum salary for each position. Per Diem employees are reflected in the salary grids with a single daily per diem figure.

An employee's salary may be between the minimum and maximum, but may not exceed the maximum.

9-3 HIRING

- 9-3.1 **Beginning Salary** - Unless otherwise authorized under these guidelines or recommended by the Policy, Personnel, & Appointments Committee, a new or promoted employee's beginning salary shall be paid at the minimum salary for an approved authorized position.
- 9-3.2 **Salary Administration** - In order to assure consistent and uniform salary administration program application and maintenance, the hiring Department Head shall advise the Salary Administrator of all planned salary actions for new hires, promotions, transfers, etc. At the time of hire, an employee should be informed of the salary range of the position.
- 9-3.3 **Prior to Offer of Employment at Salary Above Minimum** - Prior to offering a salary above the minimum to a candidate the Department Head shall verify that the proposed starting salary meets the Salary Administration Guidelines and that adequate appropriations exist in the Department's appropriate current or proposed budget line item. The hiring Department Head may confer with the Salary Administrator regarding these issues.
- 9-3.4 **Beginning Salary Above Minimum For Inexperienced Candidate** - Normally, an inexperienced candidate (a candidate who meets the minimum Knowledge, Skills, Abilities; and Education and Experience requirements as stated in the position description) should be hired at the minimum salary for the position.

However, in order to meet market conditions or to offer a competitive salary appropriately exceeding the current salary of a qualified candidate, the hiring Department Head may offer a salary up to 90% of the position's salary range midpoint, after following the provisions of 9-3.3.

- 9-3.5 **Beginning Salary Above Minimum For Experienced Candidates** - A candidate with previous directly applicable work experience should be carefully evaluated. Candidates with previous experience acquired elsewhere should not normally be considered of any greater value than comparable experience at Champaign County. Starting salaries should reflect experience as it relates to the specific job and staffing requirements for which the candidate is being considered.
- a. In the case of an experienced candidate (a candidate who substantially exceeds the minimum Knowledge, Skills, Abilities; and Education and Experience requirements as stated in the position description) a hiring Department Head may offer a starting salary up to the position's salary range midpoint, after following the provisions of 9-3.3.
 - b. Any request by a Department Head to hire an experienced candidate at a salary exceeding the position's midpoint will be referred by the Salary Administrator to the Finance Committee for approval.
 - d. The Attorney grade positions are not subject to the requirements of 9-3.5 (a) and (b), but shall be managed as follows: a candidate who has been licensed to practice law for less than ten years may be hired at a salary between the minimum and mid-point based on the affected department head's determination and current fiscal year budget limitations; and a candidate who has been licensed to practice law for more than ten years may be hired at a salary above the mid-point based on the affected department head's determination and current fiscal year budget limitations.

- 9-3.6 **Promotion** - A promotion exists when an employee is proposed to be hired to an open position or a re-evaluation of a current position has been accepted by the Finance Committee where the job content has increased, resulting in placement at a higher grade range in the salary grade scale.
- a. The hiring Department Head shall confirm compliance with the Salary Administration Guidelines, and budget requirements before promoting an employee to a new position. Promotions include movement between positions in all County departments.
 - b. An employee receiving a promotion shall receive up to a 10% increase in salary at the Department Head discretion or increase to the new salary range minimum, whichever is greater and which normally shall not exceed the new position's salary range midpoint. If such adjustment places the employee's salary above the midpoint, the Salary Administrator will refer the request to the Finance Committee for approval.
- 9-3.7 **Transfer To a Lower Salary Range** - Transfer to a lower salary range is defined as a permanent change from a position in one salary range to a position where the job is placed in a lower salary range, as expressed by job content evaluation points. An employee will also be considered to have been reassigned when, as a result of reevaluation, total job size results in placement in a lower salary range.
- a. In such instances, the Department Head must follow the provisions of 9-3.3 and 9-3.4 or 9-3.5, as applicable; however, the current salary may not be exceeded.
- 9-3.8 **Lateral Transfer** - A lateral transfer occurs when an employee moves to a new position, which is assigned to the same grade range as the employee's previous position.
- a. An employee who makes a lateral transfer to a position in the same grade range will not receive a salary increase or decrease, and shall be credited with years of experience in that grade/range.
- 9-3.9 **Exceptional Situations** - Although the Salary Administration Program is designed to be flexible enough to accommodate most specific situations, there will be occasions that require techniques or solutions outside the established guidelines. In order to ensure internal consistency, however, some control must be maintained over exceptional situations. Therefore, proposed salary administration actions deviating from established guidelines will be referred by the Salary Administrator to the Policy, Personnel, and Appointments Committee for recommendation to the Finance Committee and County Board for final approval.
- 9-3.10 **New Employee Training Period** - For purposes of training and subject to budgetary restraints, an authorized position may be filled by two County employees for a period of no longer than two weeks prior to the last day worked by the employee who is terminating employment or taking a Leave of Absence Without Pay (LOA).

9-4 PROCEDURE

The effective planning and control of salary costs requires a systematic procedure which includes:

- a. Review and adjustment of the midpoint salary policy consistent with competitive and economic conditions;

- b. Determination of funds required for policy implementation;
- c. Distribution of allocated funds among departments;
- d. Efficient control of fund utilization throughout the budget period.

No change or addition to the Schedule of Authorized Positions of a department or Salary Grid will be made except in accordance with the following procedures or the Reduction In Force procedure (Section 5-2).

9-4.1 **Market Adjustments** – Each year in March-April, Salary Administration will conduct a salary survey to review the mid-point valuation of jobs in Champaign County. In May, Salary Administration will provide a recommendation to the Finance Committee of any recommended mid-point changes pursuant to market to be implemented on the following January 1st for the ensuing fiscal year.

9-4.2 **Movement Through Salary Ranges** – In June of each year, Salary Administration will present to the Finance Committee the anticipated cost of implementation of the following compa-ratio schedule for non-bargaining employees (with the exception of the Attorney Grade) to be implemented the following January 1st.

<u>Years Completed as of December 1st</u>	<u>Compa-Ratio</u>
0	80%
1	83%
2	86%
3	89%
4	92%
5	95%
6	98%
7	100%

The compa-ratio schedule insures that each employee moves toward compensation at the full market value of their position upon completion of seven years worked in that position or grade.

The Compa-ratio schedule for the Attorney Grade is established as follows:

<u>Years Completed as of January 1st</u>	<u>Compa-Ratio</u>
1	77.31%
2	79.56%
3	81.86%
4	84.24%
5	86.68%
6	89.19%
7	91.78%
8	94.44%
9	97.18%
10	100%

9-4.3 **Merit Adjustments** - In June of each year, Salary Administration will present to the Finance Committee a recommendation for a percentage allowance for merit increases to be awarded non-bargaining employees the following January 1st. Determination of individual merit increases will be made by Department Heads based on employee performance.

9-4.4 New Positions, Position Descriptions and Salary Ranges will be proposed by a Department Head in most instances.

- a. The Department Head, after presenting the new proposed concept to the Policy, Personnel, and Appointments Committee and receiving a recommendation to proceed, should consult the Salary Administrator and complete a Position Description Questionnaire for the proposed new position.
- b. After receipt of the completed questionnaire, the Salary Administrator will convene the Job Content Evaluation Committee and a job point evaluation will be made to determine the job size.
- c. The Salary Administrator will consult the State's Attorney's Office in order to receive a determination of the exempt/non-exempt status of the proposed position.
- d. If necessary, the Salary Administrator will prepare a new position description.
- e. The Salary Administrator will forward the Job Content Evaluation Committee Report documenting the job point evaluation, proposed salary range and position description to the Policy, Personnel & Appointments Committee and to the Department Head.
- f. The Salary Administrator is responsible for presenting the report of the Job Content Evaluation Committee to the Policy, Personnel, and Appointments Committee, which shall determine whether the new position, position classification and recommended salary range should be approved and make a recommendation to the Finance Committee.
- g. The Finance Committee shall review the new position, position classification, and recommended salary range and recommend to the County Board final approval of any New Position to be added to the Schedule of Authorized Positions.
- h. Unless otherwise specified, the new position, will take effect immediately upon approval by the Board.

9-4.5 **Reclassifications/Job Re-Evaluations** - Reclassifications/Job Re-Evaluations may be requested of the Policy, Personnel, & Appointments Committee by a Department Head.

- a. The Department Head, after presenting the justification for position re-evaluation review to the Policy, Personnel, & Appointments Committee and receiving a recommendation to proceed, should contact the Salary Administrator and receive a Position Description Questionnaire.
- b. The questionnaire should be completed by the employee working in the position to be reclassified/re-evaluated.
- c. After the receipt of completed questionnaires for all positions to be re-evaluated for reclassification purposes, the Salary Administrator will convene the Job Content Evaluation Committee. The Job Evaluation Committee will evaluate all positions for which documentation has been received.
- d. The results will be presented to the Policy, Personnel, & Appointments Committee for approval.
- e. After approval, the re-evaluations will be forwarded to the Finance Committee for approval of the resulting change to the Schedule of Authorized Positions, and then to the County Board for final approval.

- f. Unless otherwise specified, a Reclassification or Job Re-Evaluation shall take effect on the first day of the fiscal year immediately following approval by the Board.

9-4.6 **Department Head Salary Adjustments** - Except as provided by statute or contract, are made as per the guidelines and rules of implementation in compliance with the annual salary administration recommendation for non-bargaining employees adopted pursuant to Sections 9-4.1, 9-4.2 and 9-4.3 of this policy.

CHAPTER 10 – DRUG- AND ALCOHOL-FREE WORKPLACE

10-1 DRUG- AND ALCOHOL-FREE WORKPLACE

Champaign County is committed to programs that promote safety in the workplace, employee health and well-being and citizens' confidence. Employee involvement with drugs and alcohol can adversely affect job performance and employee morale, jeopardize employee safety, and undermine citizens' confidence. The County's goal, therefore, and the purpose of this policy, is to establish and maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse. Consistent with this goal and commitment, and in response to the requirements of the Drug-Free Workplace Act (30 ILCS 580/1-11), the Champaign County Board has developed this policy statement regarding the use, sale, possession, and distribution of controlled substances, including cannabis and alcohol, by its employees, or on its premises.

- 10-1.1 **Use, Possession, Transportation, Sale, Distribution** – The use, possession, sale, transportation, or distribution of controlled substances, including cannabis or alcohol by anyone while on County property or on County business may be cause for discharge. Controlled substances or alcohol shall be taken into custody, and the appropriate law enforcement agencies will be notified.
- 10-1.2 **Over-The-Counter or Prescribed Medications** – Employees who take over-the-counter or prescribed medications are responsible for being aware of any effect the medication may have on the performance of their duties and must promptly report to their supervisors the use of medication likely to impair their ability to do their jobs. An employee who fails to do so shall be subject to disciplinary action, up to and including discharge. Moreover, employees who take over-the-counter or prescribed medication contrary to doctor's instructions may be subject to disciplinary action, up to and including discharge.
- 10-1.3 **County Property Defined** – For purpose of this policy, the term "County property" shall include all land, buildings, structures, parking lots, and means of transportation owned by or leased to the County.
- 10-1.4 **Employee Assistance Program** – The County encourages any employee who feels they may have a drug or alcohol problem to contact his or her immediate supervisor or the Insurance Specialist for assistance. The County will, at the employee's request, refer him or her to the employee's designated healthcare provider for information or professional assistance, which will be at the employee's expense over and above any covered benefit amount. All communications will be strictly confidential. Employees will not be subject to discipline for seeking such assistance prior to detection. However, this will not thereafter excuse violations of this drug and alcohol policy for which the employee is subject to discipline.



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

**ADMINISTRATIVE, BUDGETING, PURCHASING & HUMAN RESOURCE
MANAGEMENT SERVICES**

June 1, 2018

MEMORANDUM

TO: Ms. Stephanie Fortado, Deputy Chair-Finance; and
Mr. Jim Goss, Vice-Chair, Finance; and
Honorable Members of the Finance Committee of the Whole

FR: Deb Busey, Interim County Administrator; and
Tami Ogden, Deputy County Administrator of Finance

RE: Non-bargaining Employee Salary and Health Insurance Recommendations for FY2019

ISSUE

In preparation for the FY2019 budget process, County Administration provides a recommendation to the Finance Committee of the Whole for non-bargaining employee salary increases and adjustments to the salary schedule. Historically, a recommendation is made later in the fiscal year for the health insurance premium plan contributions for the County's non-bargaining employees, excluding those employed by the Regional Planning Commission. This memorandum seeks to combine these recommendations for consideration by the Finance Committee of the Whole.

NARRATIVE

Maintaining internal equity among employee groups is an essential goal for county government. For FOP contracts negotiated for FY2019, increases range from 1% to 2% not including increases for the wage scale steps in some FOP contracts. AFSCME contracts, which include a 2.5% increase in FY2018, will expire at the end of this year and will be negotiated in FY2019. To maintain equity between staff, and supervisors and managers, it is recommended that any adjustment for non-bargaining employees be set in a range corresponding to those for employees under negotiated agreements.

The Consumer Price Index (CPI), sometimes referred to as a cost-of-living measurement, increased by 2.1% in 2016, and in 2017. This movement places upward pressure on wages as consumers face increased costs for necessities and other goods and services. Salary ranges for non-bargaining employees have not been increased for two years. When vacancies occur, this poses a challenge for County departments attempting to attract and hire employees.

Just as wage parity among employee groups is important, equitable health insurance premium contribution rates among employee groups is also fundamental. In 2019, employees in FOP units will pay increased contributions towards single coverage health insurance premiums. The employee contribution increases from 12% to 14% of the single employee premium. With the exception of the County contribution of \$70/month, dependent plans are paid by employees. Contributions for AFSCME employees, presently 10%, will be determined during contract negotiations.

FUNDING

Non-bargaining employee compensation represents approximately 32% of total General Corporate Fund wages. Because of a noteworthy decrease in the County's IMRF rates, wage increases for non-bargaining employees will be offset by benefit savings projected to be \$171,000.

Taking into consideration available funding from benefit savings, increases in the cost of living, higher recommended employee contributions towards health insurance premiums, and maintaining employee equity, a 2.5% wage increase for non-bargaining employees is recommended in FY2019. An equivalent 2.5% increase in the salary ranges for non-bargaining employees is also advised. Based on the average compensation of General Fund non-bargaining employees, the effective wage increase is 2.1% when factoring in the increased contribution towards health insurance premiums.

<i>Increase (FY2019)</i>	<i>General Fund Non-Bargaining Wages</i>	<i>Wage Increase Cost</i>
2.00%	\$7,398,605	\$145,071
2.25%	\$7,416,739	\$163,205
2.50%	\$7,434,873	\$181,338

RECOMMENDED ACTION

The Finance Committee of the Whole recommends to the County Board a 2.5% across the board wage increase for non-bargaining employees in FY2019, and an equivalent 2.5% increase to the salary ranges for non-bargaining employees effective January 1, 2019. The committee further recommends that non-bargaining employees, with the exception of the Regional Planning Commission, contribute 14% of the cost of the single plan premium for health insurance in FY2019; and that the County contribute \$70/month to the cost of dependent coverage, in addition to the contribution the County makes to the single plan premium for those employees who enroll in dependent coverage for FY2019.

RESOLUTION NO. 2018-180

RESOLUTION APPROVING FY2019 SALARY ADMINISTRATION and BENEFITS CONTRIBUTION PLAN FOR NON-BARGAINING EMPLOYEES

WHEREAS, pursuant to Chapter 9 of the Champaign County Personnel Policy, the Champaign County Board annually determines the salary administration adjustments for non-bargaining employees to be included in the ensuing fiscal year budget; and

WHEREAS, the County Board determines on an annual basis the contribution to the County's health insurance plan that will be made by the non-bargaining employees; and

WHEREAS, pursuant to the recommendation of the County Administrator, the Finance Committee of the Whole recommends to the County Board the following Salary Administration and Benefits Contribution Plan for the Non-Bargaining Employees, excluding employees of the Regional Planning Commission, to be adopted for FY2019:

- A 2.5% across the board wage increase effective January 1, 2019; and
- A 2.5% increase to the salary ranges for non-bargaining employees effective January 1, 2019;
- Non-Bargaining Employees shall contribute 14% of the cost of the single plan premium for health insurance in FY2019, and the County will contribute \$70 per month to the cost of dependent coverage, in addition to the contribution the County makes to the single plan premium for those employees who enroll in dependent coverage for 2019;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County that the following Salary Administration and Benefits Contribution Plan for the Non-Bargaining Employees, excluding employees of the Regional Planning Commission shall be adopted for FY2019:

- A 2.5% across the board wage increase effective January 1, 2019; and
- A 2.5% increase to the salary ranges for non-bargaining employees effective January 1, 2019;
- Non-Bargaining Employees shall contribute 14% of the cost of the single plan premium for health insurance in FY2019, and the County will contribute \$70 per month to the cost of dependent coverage, in addition to the contribution the County makes to the single plan premium for those employees who enroll in dependent coverage for 2019;

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of June A.D.
2018.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Gordy Hulten, County Clerk and
Ex-officio Clerk of the County Board

CHAMPAIGN COUNTY NON-BARGAINING POSITIONS FY2019 SALARY SCHEDULE

GRADE		MIN	MID	MAX	POSITION
N 1011-1200	Hourly	\$43.54	\$54.43	\$69.66	County Administrator County Engineer
	1950 hrs	\$84,903.00	\$106,138.50	\$135,837.00	
	2080 hrs	\$90,563.20	\$113,214.40	\$144,892.80	
M 933-1010	Hourly	\$36.93	\$46.16	\$55.40	Deputy Co Administrator/Finance Director of Probation & Court Services Facilities Director First Asst. State's Attorney *GIS Director Public Defender *IT Director
	1950 hrs	\$72,013.50	\$90,012.00	\$108,030.00	
	2080 hrs	\$76,814.40	\$96,012.80	\$115,232.00	
L 856-932	Hourly	\$32.69	\$40.86	\$49.04	Chief of Civil Division (041) Court Administrator Director of Planning & Zoning First Asst. Public Defender Lead Prosecutor Supervisor of Assessments *Accounting Manager *Business Applications Developer *IT Manager
	1950 hrs	\$63,745.50	\$79,677.00	\$95,628.00	
	2080 hrs	\$67,995.20	\$84,988.80	\$102,003.20	
K 795-855	Hourly	\$29.03	\$36.29	\$43.55	Animal Control Director Chief Deputy Circuit Clerk Chief Deputy County Clerk EMA Coordinator Senior Planner Superintendent - JDC Supv. Adm Svcs - Court Services *Assistant County Engineer
	1950 hrs	\$56,608.50	\$70,765.50	\$84,922.50	
	2080 hrs	\$60,382.40	\$75,483.20	\$90,584.00	
J 731-794 535-600	Hourly	\$25.82	\$32.28	\$38.73	Asst Superintendent - JDC Budget & HR Specialist Building & Grounds Manager Director of Operations (030) *GIS Business Systems Analyst *GIS Programmer Highway Maintenance Supv. *Mainframe Programmer Supervisor - Adult Services Supervisor - Juvenile Services Supervisor-Specialized Services *Senior Engineer *PC Applications Programmer
	1950 hrs	\$50,349.00	\$62,946.00	\$75,523.50	
	2080 hrs	\$53,705.60	\$67,142.40	\$80,558.40	
I 650-730 481-535	Hourly	\$22.60	\$28.25	\$33.90	Accountant - Payroll Asst Deputy/Appraiser Asst Deputy/Sales Analyst Board of Review Member Chief Deputy Coroner Chief Deputy Treasurer Circuit Clerk Financial Manager Deputy EMA Coordinator Director of Training Exec Asst to Public Defender
	1950 hrs	\$44,070.00	\$55,087.50	\$66,105.00	
	2080 hrs	\$47,008.00	\$58,760.00	\$70,512.00	

CHAMPAIGN COUNTY NON-BARGAINING POSITIONS FY2019 SALARY SCHEDULE

					Executive Director - CAC GIS Specialist Insurance Specialist Problem Solving Court Coordinator Program Coordinator-Corrections Senior Accountant Sr Executive Secretary (040,041) Sr State's Attorney Investigator *Systems Administrator
H 595-649 441-480	Hourly 1950 hrs 2080 hrs	\$19.40 \$37,830.00 \$40,352.00	\$24.25 \$47,287.50 \$50,440.00	\$29.10 \$56,745.00 \$60,528.00	Accountant Accountant Highway Associate Planner Chief Deputy Recorder *Deputy Administrator-Veterinarian Executive Asst to Co Administrator Forensic Interviewer/Community Educ. <i>Investigator (036)</i> MultiDisciplinary Team (MDT) Coord. Office Manager (041) Software/Reporting Analyst VAC Superintendent
G 520-594 401-440	Hourly 1950 hrs 2080 hrs	\$17.59 \$34,300.50 \$36,587.20	\$21.99 \$42,880.50 \$45,739.20	\$26.39 \$51,460.50 \$54,891.20	Family Advocate - CAC Office Supervisor (040) Desktop Support Technician Paralegal Victim Witness Advocate <i>Executive Assistant (030)</i> *GIS Technician <i>Technology Specialist</i> <i>Zoning Officer</i>
F 361-400	Hourly 1950 hrs 2080 hrs	\$15.96 \$31,122.00 \$33,196.80	\$19.95 \$38,902.50 \$41,496.00	\$23.94 \$46,683.00 \$49,795.20	<i>Administrative Assistant (016)</i> <i>Administrative Legal Secretary-Civil</i> <i>Executive Secretary (031)</i> *GIS Mapping Technician <i>Jury Coordinator</i> <i>Zoning Technician</i>
E 310-360	1950 hrs 2080 hrs	\$14.88 \$29,016.00 \$30,950.40	\$18.60 \$36,270.00 \$38,688.00	\$22.32 \$43,524.00 \$46,425.60	<i>Administrative Secretary (140)</i>

Positions printed in italicized print are Non-Exempt positions under FLSA.

*Positions with an asterisk are compensated in the grade indicated - one grade above points placement, based on market.

Following is the Grade/Range for Assistant State's Attorney & Assistant Public Defender Positions

GRADE		MIN	MID	MAX	POSITION
Attorney	Hourly 1950 hrs	\$25.81 \$50,329.50	\$33.39 \$65,110.50	\$44.40 \$86,580.00	Assistant State's Attorney Assistant Public Defender

Attachment 11: Revised Compensation Plan(s)
(If applicable)

Not Applicable



Attachment 12: Revised Performance Appraisals
(If applicable)

Not Applicable



Attachment 13: Salary Schedule (Required)

Fill in the following worksheet, for everyone except for support staff, with the department's salary schedule for County Fiscal Year 2019:

- Position Title – Include each unique position title, e.g., probation officer, youth counselor, deputy director, etc. If there is multiple staff with the same title, and they are the same grade, the position only needs to be listed once, for example six probation officer positions at the same grade/class only need to be listed once. Include even if the position is vacant.
- Pay Grade/Class – This is the level the position is recognized on the salary schedule (Grade 1, Level 2, etc.). If the department has more than one pay grade for a probation officer, list those grades by position title and position class, (i.e., Probation Officer I, Probation Officer II). Include even if the grade/class is vacant.
- Salary Ranges – Provide the minimum, midpoint, and maximum salaries for each position.
 - If it is not provided for, which is common in some union contracts, use the *Reimbursable Salary Range* worksheet to calculate the midpoint and maximum salaries.
 - If salary ranges are inconsistent with AOIC standards, they must be adjusted to meet those standards:
 - According to AOIC *Probation Compensation Standards*, the highest the maximum salary range for any position can be is 50% of the minimum (minimum = \$36,000 then maximum = \$54,000). If a range goes beyond 50% of the minimum, it must be reduced with the recognized amount by AOIC being at the most 50%, unless there are multiple differing ranges.
 - If there are multiple ranges for different positions, the standard states, "Other than clerical and support personnel positions, all probation and court services positions within the circuit or compensated by the same county shall have the same size salary range." Therefore, all ranges will be equalized and reflect the *lowest percentage range*. If there are three varied ranges (44%, 48%, and 50%) AOIC will apply the lowest range (44%) to all positions and that will be the maximum recognized reimbursable salary for the department.
- Union Position – If the position is in a union, then list the name of the union (AFSCME, FOP, Teamsters, etc.). If not, then leave the section blank.



Salary Schedule Worksheet

County Fiscal Year 2019

Position Title	Position Class/ Grade	Annual Salary Range(s)			Union Position (e.g., AFSCME, FOP, etc.)
		Minimum	Midpoint	Maximum	Indicate Union
Director	M	\$72,013.50	\$90,012.00	\$108,030.00	No
Superintendent/ Juvenile Detention Center	K	\$56,608.50	\$70,765.50	\$84,922.50	No
Supervisor/ Administrative Services	K	\$56,608.50	\$70,765.50	\$84,922.50	No
Supervisor/ Adult Services	J	\$50,349.00	\$62,946.00	\$75,523.50	No
Supervisor/ Juvenile Services	J	\$50,349.00	\$62,946.00	\$75,523.50	No
Supervisor/ Specialized Services	J	\$50,349.00	\$62,946.00	\$75,523.50	No
Assistant Superintendent/ Juvenile Detention Center	J	\$50,349.00	\$62,946.00	\$75,523.50	No
Senior Court Services Officer	N/A	\$38,805.00	\$48,506.25	\$58,207.50	FOP
Court Services Officer/Juvenile Detention Services	N/A	\$38,727.00	\$48,408.75	\$58,090.50	FOP
Court Services Officer/ Supervision	N/A	\$34,651.50	\$43,314.48	\$51,977.25	FOP

(This form may be added to or duplicated as needed)



**Attachment 14: Reimbursable Salary Range Worksheet
(Required)**

See the provided CFY2019 Reimbursable Salary Range Worksheet Excel Spreadsheet

Attached



CFY 2019 Reimbursable Salary Range Worksheet

County/Department Name:

Champaign County

Fill-in the shaded cells below to automatically calculate

Table 1 **Salary Range(s) Submitted by Department**

Position Title/Grade	Minimum	Midpoint	Maximum	% of Range	150% of Minimum
EXAMPLE	\$78,000	\$106,500	\$135,000	73.000%	\$117,000
EXAMPLE	\$62,000	\$76,000	\$90,000	45.161%	\$93,000
Director	\$72,013.50	\$90,012.00	\$108,030.00	50.014%	\$108,020
Superintendent	\$56,608.50	\$70,765.50	\$84,922.50	50.017%	\$84,913
Supervisor-Admin Services	\$56,608.50	\$70,765.50	\$84,922.50	50.017%	\$84,913
Assistant Superintendent	\$50,349.00	\$62,946.00	\$75,523.50	50.000%	\$75,524
Supervisor-Adult Services	\$50,349.00	\$62,946.00	\$75,523.50	50.000%	\$75,524
Supervisor-Juvenile Services	\$50,349.00	\$62,946.00	\$75,523.50	50.000%	\$75,524
Supervisor-Specialized Services	\$50,349.00	\$62,946.00	\$75,523.50	50.000%	\$75,524
Senior Court Services Officer	\$38,805.00	\$48,506.25	\$58,207.50	50.000%	\$58,208
Court Services Officer-JDC	\$38,727.00	\$48,408.75	\$58,090.50	50.000%	\$58,091
Court Services Officer-Supervision	\$34,651.50	\$43,314.38	\$51,977.25	50.000%	\$51,977

CFY 2019 Reimbursable Salary Range Worksheet

Table 2 Reimbursable Salary Range(s) Recognized by the AOIC

Position Title/Grade	Minimum	Recognized Midpoint	Recognized Maximum	Lowest % Range Submitted by Dept.
EXAMPLE	\$78,000	\$95,550	\$113,226	45%
EXAMPLE	\$62,000	\$76,000	\$90,000	45%
Director	\$72,013.50	\$90,016.88	\$108,020.25	50.00%
Superintendent	\$56,608.50	\$70,760.63	\$84,912.75	50.00%
Supervisor-Admin Services	\$56,608.50	\$70,760.63	\$84,912.75	50.00%
Assistant Superintendent	\$50,349.00	\$62,936.25	\$75,523.50	50.00%
Supervisor-Adult Services	\$50,349.00	\$62,936.25	\$75,523.50	50.00%
Supervisor-Juvenile Services	\$50,349.00	\$62,936.25	\$75,523.50	50.00%
Supervisor-Specialized Services	\$50,349.00	\$62,936.25	\$75,523.50	50.00%
Senior Court Services Officer	\$38,805.00	\$48,506.25	\$58,207.50	50.00%
Court Services Officer-JDC	\$38,727.00	\$48,408.75	\$58,090.50	50.00%
Court Services Officer-Supervision	\$34,651.50	\$43,314.38	\$51,977.25	50.00%

This form is to identify variations between a salary ranges. *Table 1* reflects the department's current salary compensation schedule. According to the Administrative Office's *Probation Compensation Standards (2001)*, "Other than clerical and support personnel positions, all probation and court services positions within the circuit or compensated by the same county shall have the same size salary range." Therefore, if there are differences between salary ranges in *Table 1* (see example), the Administrative Office will only recognize for reimbursement the lowest percentage for all salary ranges in *Table 2*.

Attachment 15: Current Collective Bargaining Agreement(s)
(If applicable)

Attached



ILLINOIS FOP LABOR COUNCIL

and

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

Adult and Juvenile Probation Officers

January 1, 2017 – December 31, 2019

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

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

AND

THE CHIEF JUDGE OF THE 6th JUDICIAL CIRCUIT

January 1, 2017 through December 31, 2019

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AGREEMENT

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

PREAMBLE

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

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

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

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

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

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

ARTICLE I - RECOGNITION

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

Included: All Adult and Juvenile Court Services Officers, including Senior Court Services Officers, working within Champaign County.

Excluded: Director of Court Services, Assistant Director of Court Services, all Supervisors and the Chief Administrative Probation Officer, all managerial, confidential and

other employees of the Employer, and other employees excluded under the Illinois Public Labor Relations Act.

ARTICLE II - MANAGEMENT'S RIGHTS

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

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

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

ARTICLE III - DUES DEDUCTION AND FAIR SHARE

Section 3.1. Dues Deduction

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

Section 3.2. Fair Share

Any present employee who is not a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours of work, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees in the bargaining unit hired on or after the effective date of this Agreement and who have not made application for membership, on or after the thirtieth (30th) day of their hire, will also be required to pay a fair share as defined above.

The Employer, with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, shall deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing,

and shall forward said amount to the Council on the tenth (10th day of the month following the

month in which the deduction is made, subject only to the following:

- a. the Council has certified to the Employer that the affected employee has been delinquent in his or her obligations for at least thirty (30) days;
- b. the Council has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Council of the manner in which the Council has calculated their fair share fee;
- c. the Council has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have the said objections adjudicated before an impartial arbitrator assigned by the employee and the Council for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 3.3. Membership List

The Employer shall request that the appropriate County official forward to the Illinois Fraternal Order of Police Labor Council a list to include the names of each employee that has paid dues or is paying a fair share obligation. The list shall include the names of each employee that has paid the dues as well as those employees, if any, that are paying a fair share obligation.

Section 3.4. Indemnification

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

ARTICLE IV - DISCIPLINE

Section 4.1. Definition

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

- (a) **Oral Reprimand:** For what may be considered a minor infraction of the rules, supervisors may counsel the employee and make every effort to determine and resolve the issues(s) which led to the oral reprimand. It may be issued for minor infractions (i.e., being late for work, substandard job performance, etc.). The oral reprimand will not normally be placed in the employee's personnel file. Instead, the supervisor will create an "employee action log" (maintained by the Director, or the

Superintendent, Supervisors, and Chief Administrative Officer) where the supervisor is to

note the issuance of the oral reprimand. The original oral reprimand is to be attached to the employee action log. Although not normally part of the personnel file, reference to (or copies) of previously issued oral reprimands if less than twelve (12) months old may be noted in written reprimands, suspension notices or final written reprimands which are subject to filing in the personnel file. Oral reprimands are not subject to the grievance procedures.

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

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

(d) Final Reprimand: A final reprimand may only be issued by the Director. It may be issued for a single incident of misconduct or failure to respond to previously issued oral or written reprimand(s). In conjunction with the final reprimand, the employee may be suspended (without pay) for up to 225.0 hours. Following the suspension, the employee will be subject to a 90-day evaluation process. During the evaluation process, the employee is to be advised that he/she could be terminated even for a single further infraction of the rules and regulations of the department, county policy or violation of the Code of Professional Conduct for Probation/Court Services, Sixth Judicial Circuit. During the 90-day assessment period, the employee will meet with his/her immediate supervisor on a daily basis, and the progress of the employee is to be assessed and documented. The additional attention afforded the employee is necessary in an attempt to assist the employee in improving and sustaining job performance. If the employee does not improve and sustain performance, at the expiration of the 90-day assessment period, his/her employment with the department will be terminated.

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

The agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the

offense. The Employer and the Council, with the agreement of the employee, may agree to the use of a modified form of discipline. Such modified discipline shall not be precedent setting and shall not be subject to the grievance procedure. Written reprimands, final written reprimands, notifications of suspension and final written notices are forms of formal discipline and will be placed permanently in the employee's personnel file.

Section 4.2. Just Cause

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

Section 4.3. Pre-Disciplinary Meeting

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

ARTICLE V - NO STRIKE OR LOCKOUT

Section 5.1. No Strike/No Lockout Commitment

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

Section 5.2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Council immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.3. Council Liability

Upon failure of the Council to comply with the provisions of Section 2 above, any agent or official of the Council who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

Section 5.4. Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 5.5. No Lockout

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

Section 5.6. Employer's Judicial Remedies

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

ARTICLE VI - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 6.1. Definition of a Grievance

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

Section 6.2. Dispute Resolution

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

Section 6.3. Representation

Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. The Council may have the grievant or one grievant representing group grievances present at any step of the grievance procedure, and the employee is entitled to Council representation at each and every step of the grievance procedure upon the employee's

request. Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees in the group.

Section 6.4. Subject Matter/Settlement

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

Section 6.5. Time Limitation

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

Section 6.6. Grievance Processing

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

Section 6.7. Grievance Meetings

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

Section 6.8. Steps in Procedure

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

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

Step 1 - Intermediate Supervisor

If no agreement is reached between the employee and the supervisor, as provided for in Section 6.2 Dispute Resolution, the grievant or the Council shall prepare a written grievance on a form mutually agreed to (attached as Appendix C) and present it to the Superintendent of the Juvenile Detention Center (or the designee of the Director of Court Services) no later than ten

(10) working days after the employee was notified of the decision of the supervisor. In no case shall the grievance be submitted in writing later than ten (10) working days from the date on which the employee knew or reasonably should have known of the occurrence giving rise to the grievance. Within ten (10) working days after the grievance has been submitted, the Superintendent of the Juvenile Detention Center shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Superintendent of the Juvenile Detention Center shall respond in writing to the grievant within ten (10) working days following the meeting.

Step 2 - Director of Court Services

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

Step 3 - Presiding Judge

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

Step 4 - Arbitration

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

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

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

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

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

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

ARTICLE VII - NON-DISCRIMINATION

Section 7.1. Prohibition Against Discrimination

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

Section 7.2. Union Membership

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

Section 7.3. Violations

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

ARTICLE VIII - LABOR MANAGEMENT CONFERENCES

Section 8.1.

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

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

Section 8.2.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure may be discussed at labor-management conferences. However, any such discussion of a pending

grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances. Such grievance discussion shall only be held by mutual agreement of the Employer and the Council.

Section 8.3.

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

ARTICLE IX - LAYOFF AND RECALL

Section 9.1. Layoff

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

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

Section 9.2. Recall

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

thereafter to report to duty, or less time if mutually agreed upon by the employee and the Employer.

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

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

ARTICLE X- IMPASSE PROCEDURE

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

ARTICLE XI - EMPLOYEE SECURITY AND PERSONNEL FILES

Section 11.1. Personnel File Inspection

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

- a. Such inspection need not occur immediately following receipt of the request, and upon Employer directive, inspection may take place in the presence of a representative of the Employer;
- b. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying (cost of copies shall be determined by using the current copying rate as established by the Champaign County Circuit Clerk's Office as rates apply to copying charges to the public);
- c. Such inspection shall occur during the hours from 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding all holidays, upon reasonable request;
- d. Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Council present during such inspection and/or may designate in such written authorization that

said representative may inspect his personnel file subject to the procedures contained in this Article;

- e. Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be made part of the personnel file. In addition, psychological tests, reports and evaluations, which are the sole property of the Employer, shall be confidential and shall not be released to the employee for examination or copying.

Section 11.2. Notification and Reply

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

Section 11.3. Removal from file

Upon receipt of a written request from the employee to the Director, written reprimands shall be removed from their personnel file after three (3) years; unless there has been other similar disciplinary action within that time period.

ARTICLE XII - HOURS AND OVERTIME

Section 12.1. Work Day and Work Week

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

Pursuant to the Side Letter of Agreement, dated December 3, 2002, the following defines the current work day, scheduling arrangement, use of benefit time, bid provisions, employee assignment, evaluation period, and amendment procedure for officers at the Juvenile Detention Center: Juvenile Detention Officers shall work 75 hours in a fourteen-day work pay period as defined by the Champaign County Auditor. The 75 hour work pay period shall be noted by the County Auditor and reported on the employee's pay stub. Juvenile Detention Officers shall be provided a one (1) hour meal break within the premises. The provisions of Article XII, Section 3 (Break Periods and Lunch Breaks) remain in effect. There is no change in the method of

charging for benefit time. Employees will be charged for actual time used. Employees shall bid for duty schedule/shifts based on seniority. Bid forms shall be posted for a minimum of ten (10) working days. Management reserves the right to assign employees to the teams within a duty schedule in order to ensure proper coverage and break-up of experience levels. Management reserves the right to return the duty schedule (as defined in original contract as: thirty-seven and one-half (37 ½) hours in the seven day work period from Sunday through Saturday. The work week shall be further defined as 5 consecutive workdays followed by 2 consecutive days off.) If in their opinion the programming suffers or staffing levels decline, amendments may occur at any time through an agreement between the FOP and Management. Amendments could include, but are not limited to, changes in starting/ending times, changes in gender assignments for certain shifts or changes in standard shift days. While management maintains the absolute right to establish staff hours and requirements, the Union may propose a schedule different from the standard or current schedule of 5 days on and 2 off at any time. If a schedule change is agreeable to management, an approval vote by all affected officers shall take place prior to the enactment of a non-standard work day or work week. A Letter of Agreement signed by Labor and Management would document a change in the work week. The pay period will consist of the two-week period, or 75-hour work period as designated by the County Auditor and so noted on each pay stub.

Section 12.2. Compensatory Time

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

Section 12.3. Break Periods and Lunch Breaks

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

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

Section 12.4. Court Time

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

Section 12.5. Call-out

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

Section 12.6. Hold Over

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

Section 12.7. Scheduling

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

Section 12.8. Bidding

- a. Bid forms shall be posted for ten (10) working days.
- b. Shift bidding within the Juvenile Detention Center shall take place twice annually on or about December 1 with the awarded shifts being effective on or about January 1 and on or about June 1 with the awarded shifts being effective on or about July 1.
- c. In units where there are only two officers assigned, bids will take place when there is a change in personnel, a permanent schedule change by management, or when approved by management.
- d. Compensatory time will be charged or credited as needed during periods of shift bidding and schedule changes.

ARTICLE XIII - INDEMNIFICATION

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

ARTICLE XIV - SENIORITY

Section 14.1.

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

Section 14.2. Promotions & Lateral Transfers

Lateral Transfers shall be movement into positions of equal pay.

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

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

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

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

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

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

Section 14.3. Seniority List

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

Section 14.4. Disputes regarding Use of Personal Time

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

Section 14.5. Termination of Seniority

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

- a. Quits via resignation; or

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

Section 14.6. Unpaid Leave of Absence

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

Section 14.7. Probationary Period

A new or rehired employee filling a job classification covered by this Agreement shall be subject to an initial probationary period of one-year continuous service to determine his ability and fitness for the work. The Director of Champaign County Probation and Court Services shall have the sole right to determine his/her suitability at any time during such probationary period. The employee will not have or accumulate seniority during the probationary period. The right to discharge, discipline or rehire an employee during the probationary period shall be vested exclusively with the Director, and shall not be the subject of a grievance.

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

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

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

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

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

Section 15.1. Authorized Representatives

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

Section 15.2. Time Sheets

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

Section 15.3. Grievance Procedure

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

Section 15.4. Council Negotiating Team

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

ARTICLE XVI - LEAVES

Section 16.1. Sick Leave

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

Sick leave is defined as the absence of an employee due to illness or due to the serious illness of a member of the employee's immediate family.

Sick leave pay shall be at the employee's regular straight-time hourly rate, exclusive of overtime or other premiums. No payment shall be made for unused sick leave at the termination of an employee's employment. Retiring employees may receive pension service credit for unused sick leave in accordance with law governing the Illinois Municipal Retirement Fund. Such benefits time shall be capped at 220 days or 1650 hours. Employees shall notify their supervisor of their illness as soon as practicable and the approximate length of absence required. The employee's supervisor, within his or her discretion, may require a certificate by the appropriate physician.

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

Sick leave days shall be expressed in terms of working hours on bi-weekly paychecks. Earned sick leave, when used, is charged against the employee's sick leave benefits balance for the number of hours the employee is normally and regularly scheduled to work.

Section 16.2. Personal Leave

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

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

Any unused personal leave (before the hours of personal leave are credited as stated above) shall be treated as follows:

- (a) At the employee's anniversary date before or on September 29, 2006, prior to receiving any new personal leave, all unused personal leave hours shall be placed in the vacation reserve established by Article 17.
- (b) At their anniversary date after September 29, 2006, employees shall forfeit any unused personal leave hours.

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

Section 16.3. Bereavement Leave

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

Section 16.4. Witness/Jury Duty

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

If an employee is served a subpoena to appear for witness duty, or if requested to testify at a termination hearing, the individual will be paid his/her normal salary during the time the employee is required to be away from his/her place of work. If the testifying employee is not scheduled for a work shift during the time of a termination hearing, the employee will still be paid his/her normal wage for the time the employee has been requested to attend the hearing.

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

Section 16.5. Family and Medical Leave of Absence

The Employer shall comply with the requirements of the Family and Medical Leave Act as amended from time to time.

Section 16.6. Extended Leave of Absence Without Pay

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

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

A LOA of less than one (1) calendar month may be arranged between an employee and the Director of Probation and Court Services. If possible, an employee requesting a LOA for a period of one (1) month or less shall notify the Director of the request, in writing, at least three (3) days prior to the exhaustion of all applicable accrued benefit time.

If the employee will be absent from work longer than the accrued benefit time available to be taken plus one month, if granted, a request for a LOA not to exceed four (4) months shall be submitted to the Director of Probation and Court Services. The employee shall notify the Director in writing of this request as soon as he/she becomes aware of the need for an extended 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.

All LOA's under Section 6 shall be without payment of salary. Employees on an approved Leave of Absence will not earn or accrue benefit time (vacation, sick, holiday or personal leave). The Employer will continue to pay the Employer's contribution for health insurance coverage and the employee may receive creditable service for IMRF and leave benefits, not to exceed five (5) months; however, the employee must comply with IMRF requirements for creditable service. Time spent on an approved Leave of Absence will count toward determination of length of service with the Employer in computing benefits when the employee returns to work. The employee remains responsible for payment of any additional individual or dependent coverage premiums for health insurance or payment for Health Maintenance Organizations premiums while on an approved Leave of Absence.

Before an employee may return to work from a Leave of Absence granted due to a short-term illness, the employee must present a doctor's statement approving the return to work in the employee's position to the Director of Probation and Court Services.

An employee who is granted a LOA under Section 6 will be returned to his/her prior position at the end of such leave, unless the position has been abolished, in which case the Reduction in Force Article of this Agreement shall be applied.

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

The Employer may fill a position that is vacant due to an employee being on an approved Leave of Absence with a temporary employee.

Although the Leave of Absence policy is designed to be flexible enough to accommodate most specific situations, there will be occasions that require techniques or solutions outside the established guidelines. The approval of an extended Leave of Absence maintains length of service credits. However, Employer paid health insurance benefits will not be provided if a Leave of Absence is approved or extended to an employee for a period longer than the four (4) months stipulated by this policy. The Director may permanently fill a vacancy created by approval of an extended leave. The employee will be placed in his/her previous position only if it is vacant on the date the extended leave expires. If the position has been abolished, the Reduction in Force Article of this Agreement shall be applied.

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

Section 16.7. Military Leave

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

Section 16.8. Illinois Municipal Retirement Fund (IMRF)

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

Section 16.9. Worker's Compensation Policy

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

Limited or Light Duty Policy - The Employer may also elect to make "limited or light duty" work available for employees who have work related injuries or illnesses if "limited or light duty" work is available and if appropriate medical release is given by a physician. "Limited or light duty" work may also be made available for employees who have non-work related injuries at the Employer's discretion and if an appropriate medical release is given by a physician.

ARTICLE XVII - VACATIONS

Section 17.1.

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

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

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

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

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

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

Section 17.2.

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

Earned vacation leave, when used, is charged against the employee's vacation leave benefits balance for the number of hours the employee is normally and regularly scheduled to work.

ARTICLE XVIII - HOLIDAYS

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

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

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

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

ARTICLE XIX- WAGES

Section 19.1. Wage Rates

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

Effective January 1, 2017: two (2.0) percent general wage increase;
Effective January 1, 2018: two (2.0) percent general wage increase;
Effective January 1, 2019: two (2.0) percent general wage increase.

Section 19.2. Merit Bonus

For work performed beginning January 1, 2017, employees who receive an evaluation score of 875 or above shall receive a bonus check of up to 2% of the employee's annual salary. Merit pay checks shall be delivered the first day following the first pay period of the next fiscal year in which the work was performed.

Section 19.3. Retroactivity

All retroactive pay increases to January 1, 2017 shall be paid on all hours within forty-five (45) days of the execution of the Agreement, if not sooner.

ARTICLE XX - EVALUATIONS

Each employee covered by this Agreement shall have their performance evaluated on an annual basis. The evaluation shall comply with the standards established by the Administrative Office of the Illinois Courts. The evaluation shall be completed by the supervisor having the

greatest first hand knowledge of the employee's work. This evaluation shall be completed and reviewed with the individual employee. The evaluated employee shall have the opportunity to comment on the evaluation and those comments shall be taken into consideration in the completion of the performance evaluation.

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

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

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

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

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

ARTICLE XXI - HEALTH AND LIFE INSURANCE

Section 21.1.

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

Section 21.2. Health Insurance Plan/Benefit Structure

The benefits structure of the Health Insurance Plan offered by the County through December 31, 2016 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 E.

Section 21.3. Additional Alternative Health Care Plans

The Employer may offer additional alternative health care plans to its Employees only in accordance with the terms of the Agreement for Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix E. If an employee selects an alternate

health care plan provided by the County with a premium rate higher than the Health Insurance Plan defined in 21.2 and 21.3, the employee shall pay the additional premium cost associated with that plan. If an employee selects an alternative health care plan provided by the County with a premium rate lower than the Health Insurance Plan defined in 21.2 and 21.3, the County shall make available the difference in annual premium to be applied toward deductible costs through a Health Reimbursement Account made available to the employee.

Section 21.4. Employee Premium Cost Sharing

Employee contributions to monthly single premium health insurance shall be as follows: for Fiscal Year 2017 the employee shall pay ten (10) percent of single premium not to exceed \$83.00 per month, for Fiscal Year 2018 the employee shall pay twelve (12) percent of single premium not to exceed \$109.00 per month, and for Fiscal Year 2019 the employee shall pay fourteen (14) percent of single premium not to exceed \$149.00 per month. Wages and health insurance increases are retroactive to January 1, 2017.

Section 21.5. Dependent Premium Cost Sharing

The Employer shall provide additional monthly contribution to dependent coverage for employees who enroll in dependent coverage: for Fiscal Years 2017, 2018, and 2019, \$70.00 per month.

Section 21.6.

When spouses are both employed by the County, the County shall pay the designated premium for the spouse who signs up for family coverage, and the County shall contribute to the family coverage on behalf of the second spouse an amount equal to the premium contribution to be paid by the Employer in that fiscal year as defined in 21.4, or an amount equal to the balance due for that couple's family/dependent coverage, whichever is less.

Section 21.7.

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

Section 21.8.

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

ARTICLE XXII - GENERAL PROVISIONS

Section 22.1. Training/Professional Development

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

Section 22.2. Use of Personal Vehicle

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

Section 22.3. Inoculations

The Employer agrees to pay all expenses for inoculations, immunization shots or required medical tests for an employee and for members of the employee's family (if such inoculations for the employee's family are advised by a physician, in writing, and the cost of such inoculations are not covered by the employee's health insurance) when such become necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

Section 22.4. Bulletin Boards

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

Section 22.5. Notification of Elections

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

Section 22.6. Safety Committee

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

Section 22.7. Working Apparel

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

Section 22.8. Salary Scales for the Positions of Drug Specialist and PSW Coordinator

The salary or pay scales for the position of Drug Specialist within this Agreement shall be eliminated as the officer holding the position leaves the employment of this Department or vacates the position to take another within the Department. After the "Grandfather" period, the position shall be paid at the same rate as a Court Services Officer. The PSW Coordinator shall be paid as a Senior Court Services Officer without the requirement for an individual PSW Coordinator salary scale.

ARTICLE XXIII - SUBSTANCE ABUSE TESTING

Section 23.1. Statement of Policy

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

Section 23.2. Prohibitions

Employees shall be prohibited from:

- a. Consuming or possessing alcohol or illegal drugs at any time during the work day or when on-call or when performing home detention visits or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the employee's personal vehicle while engaged in Employer business;
- b. Illegally selling, purchasing or delivering any illegal drug, except as required in the line of duty;
- c. Being under the influence of alcohol or illegal drugs during the course of the work day;
- d. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 23.3. Drug and Alcohol Testing Permitted

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

Section 23.4. Order to Submit to Testing

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

Section 23.5. Tests to be Conducted

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

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b. Insure that the laboratory or facility selected conforms to all NIDA standards;
- c. Establish chain of custody procedures for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d. Collect a sufficient sample of the same bodily fluid material from an employee to allow for initial screening and a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e. Collect samples in such a manner as to preserve the individual employee's right to privacy, and insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- f. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent, or a better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Director within seventy-two (72) hours of receiving the results of the tests;

- h. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test is positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billing for testing that reveal the nature or number of tests administered), the Employer will not use information in any manner or forum adverse to the employee's interests;
- i. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.
- j. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and results;
- k. Insure that no employee is the subject of any adverse employment action except emergency temporary assignment with pay during the pending of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 23.6. Right to Consent

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

Section 23.7. Voluntary Request for Assistance

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

Section 23.8. Discipline

Use of illegal controlled drugs at any time while employed by the Employer, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, up to and including termination, subject to

confirmation by the grievance and arbitration procedure of this Agreement. While all such disciplinary issues shall be subject to the jurisdiction of the arbitrator, all other issues relating to the drug and alcohol testing process (e.g., whether there is probable cause for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

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

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

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

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

- a. The employee agreeing to appropriate treatment as determined by the physicians(s) involved;
- b. The employee discontinues his use of illegal drugs or abuse of alcohol;
- c. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d. The employee agrees to submit to random testing during hours of work during the period of "after-care".

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

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a police employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the

opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

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

ARTICLE XXIV - SAVINGS CLAUSE

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

ARTICLE XXV - DURATION

Section 25.1. Term of Agreement

This Agreement shall be effective from January 1, 2017 and shall remain in full force and effect until December 31, 2019. It shall continue in effect from year to year thereafter unless notice to amend or modify this Agreement is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 25.2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties. Wages shall neither be increased nor decreased during such an interim period.

SIGNATURES

IN WITNESS WHEREOF, the parties have affixed their signatures this 21st day of Feb., 2017.

For the Employer:




The Honorable Richard L. Broch


For the Labor Council:



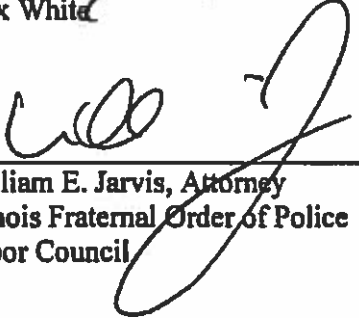
Jeremy Jessup



John Naese




Max White



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

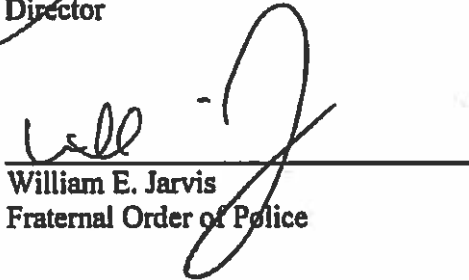
APPENDIX A - LETTER OF AGREEMENT

This is to confirm that the separate pay scale for the drug specialist shall be eliminated from the Agreement at such time as the employee presently occupying that position vacates the position.



Joe Gordon
Director

2/4/17



William E. Jarvis
Fraternal Order of Police

Feb. 13, 2017

APPENDIX B - DUES AUTHORIZATION FORM

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

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

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

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX C - GRIEVANCE FORM

(use additional sheets where necessary)

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



Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

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

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

Briefly state the facts: _____

Remedy Sought: _____

, in part and in whole, make grievant(s) whole.

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

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

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX D - HEALTH INSURANCE BENEFITS



HMO 2000 RxC1 NSL

Member Benefits			Member Responsibility	
			Participating (In-Network)	Non-Participating (Out-of-Network (OON))
Plan Year Deductible Embedded	Medical	Individual	\$2,000	Not Applicable
		Family	\$4,000	Not Applicable
	Pharmacy	Individual	Not Applicable	Not Applicable
		Family	Not Applicable	Not Applicable
Plan Year Out-of-Pocket Maximum (OOPM)				
Combined medical and pharmacy expenses including deductible, coinsurance & copayment.	Medical/Pharmacy	Individual	\$2,000	Not Applicable
		Family	\$4,000	Not Applicable
Contract Year Maximum Benefits				
	Cardiac Rehabilitation		36 OP session w/in 6 month of event	
	Outpatient Rehabilitation Services		60 visits per condition per plan year	
	Home Health		Unlimited with Pre-authorization	
	Vision Exam		Once every 12 months	
Ambulatory Patient Services				
	Vision Exam		*\$40 per exam	Not Covered
	Primary Care Physician Office Visits		*\$25 per visit ^A	Not Covered
	Specialty Care Physician Office Visits		*\$50 per visit ^A	Not Covered
	Spinal Manipulations		*50%	Not Covered
	Urgent Care Visits		*\$50 per visit ^A	\$50 per visit
	Allergy Treatment and Testing ^C		0%	Not Covered
Emergency Services				
	Emergency Department Visits		*\$200 per visit	In Network Benefit Applies
	Emergency Ambulance Transportation		*\$100	In Network Benefit Applies
Hospital Services				
	Outpatient Surgery/Procedures Facility Fee		0%	Not Covered
	Outpatient Surgery/Procedures Physician/Surgeon Services		0%	Not Covered
	Inpatient Hospitalization Facility Fees		0%	Not Covered
	Inpatient Physician/Surgeon Fees		0%	Not Covered
Rehabilitative and Habilitative Services				
	Outpatient Rehabilitation Services		0%	Not Covered
	Inpatient Rehabilitation/Skilled Nursing Facility		0%	Not Covered
	Home Health		0%	Not Covered
Diagnostic Services				
	MRI and CT Scans		0%	Not Covered
	Diagnostic Testing		0%...	Not Covered
Mental Health/Substance Use Treatment				
	Outpatient Office Visits		*\$25 per visit ^A	Not Covered
	Inpatient Services		0%	Not Covered
	Non-Serious Mental Health Care		See in network outpatient office visit or inpatient services benefit.	Not Covered

Member Benefits	Participating (In-Network)	Non-Participating (Out-of-Network (OON))
Prescription Drugs		
<i>30 day supply</i>		
Generic - Tier 1	*\$7	Not Covered
Brand - Tier 2	*\$25	Not Covered
Non-Preferred Brand - Tier 3	*\$50	Not Covered
Preferred Specialty Pharmacy/Medical - Tier 4	*\$100	Not Covered
Non-Preferred Specialty Pharmacy/Medical - Tier 5	*\$150	Not Covered
Non-Formulary Specialty Pharmacy/Medical - Tier 6	*50%	Not Covered
Maternity		
<i>Minimum of 48 hours of inpatient care following a vaginal delivery and minimum of 96 hours of inpatient care following a delivery by Cesarean section.</i>		
Routine Prenatal Care	0%	Not Covered
Maternity Inpatient	0%	Not Covered
Newborn Care	0%	Not Covered
Preventive and Wellness Services		
<i>Immunizations, adult & child annual physical exams, mammograms, PAP smears, prostate screening & more. Age/frequency schedules apply.</i>		
Wellness Care	*\$0	Not Covered
Other Services		
<i>Other services covered within your policy and not otherwise specified on this summary or on the SBC.</i>		
Other Covered Services	0%	Not Covered
Durable Medical Equipment	0%	Not Covered

* Deductible does not apply
 ^ Additional, other services obtained while in the office may require an additional copayment or coinsurance.
 Embedded deductible definition - If there are two or more people on this plan - meaning the family amount(s) apply - you have a separate individual deductible within (or embedded within) the family deductible. This gives each member on the plan a chance to have his or her benefits start before the entire family meets the family deductible.

This is a brief statement of Health Alliance HMO benefits, exclusions and limitations which are subject to change. Please refer to the Health Alliance HMO Policy booklet for more detail about your health plan. This document is in conjunction with the Summary of Benefits and Coverage (SBC). You can view your SBC online at www.healthalliance.org or request a copy by contacting the customer service number on the back of your ID card.

APPENDIX E - AGREEMENT ON JOINT HEALTH INSURANCE COMMITTEE

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

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

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

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

1. The parties to this Agreement are as follows: County of Champaign; American Federation of State, County and Municipal Employees Council 31, Local 900 (AFSCME), and Fraternal Order of Police Labor Council;
2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment I. Attachment I is the current health insurance plan;
3. The plan as described in Attachment I shall continue in force as the Champaign County Health Benefit Plan for the term of this Agreement, unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Health Benefit Plan is or shall be prohibited or limited by law or any modification be required by law., the necessary revisions to the Plan shall be made as required by law.
4. The provisions of the Plan as described in Attachment J may be modified only upon 75% or $\frac{3}{4}$ vote of the total number of members of the Health Insurance Committee, and approved, if necessary (i.e. budget and contract approval), by the County Board of Champaign County, Illinois. As an example, twelve members of a sixteen member committee would be required to vote for a change in order to modify the provisions of the Plan, subject to County Board approval if necessary. Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.
5. Each of the parties has full authority of its governing board, its membership, or whatever group or sub-group within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement. For the term of this Agreement, this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health

plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the County of Champaign may be bargained individually by non-represented employees.

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

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

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

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

7. The Health Insurance Committee shall be composed of sixteen (16) regular and four (4) alternative members appointed by the parties as follows:
 - a. The County Board shall appoint two (2) regular members of the Committee and one alternate as representatives of the Board;
 - b. The AFSCME and FOP unions shall each select four (4) regular members of the Committee and one alternate as representative of each respective union;
 - c. The County Administrator, Health Insurance Specialist, HR Generalist and three (3) non-bargaining employees appointed by the County Administrator shall constitute the six (6) regular members of the Committee and one alternate as representatives of administration;

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

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

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

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

10. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the committee who are employees and who are on duty shall be granted time off work to attend Committee and subcommittee meetings and be paid at the appropriate rate when attending said meetings.
11. In the event that, after reasonable effort, the Health Insurance Committee is unable to reach agreement or the Insurance Plan is not approved by the County Board and the Committee, the Health Insurance Committee may be dissolved by the County Board or upon eight or more voting

Committee members providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than eight Committee members request to dissolve the Committee, the Committee shall continue to function. In the event that such dissolution occurs, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the Insurance Plan shall remain unchanged as of the date of dissolution.

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

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

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

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

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