

**CHAMPAIGN COUNTY MENTAL HEALTH BOARD**  
**AND CHAMPAIGN COUNTY DEVELOPMENTAL**  
**DISABILITIES BOARD**  
**PERSONNEL POLICY**

*Revised January 2018*

## TABLE OF CONTENTS

<b>Statement of Applicability</b> .....	<b>5</b>
<b>Disclaimer</b> .....	<b>5</b>
<b>CHAPTER 1 - DEFINITIONS</b> .....	<b>6</b>
<b>CHAPTER 2 - EMPLOYMENT, HIRING, ADA AND PROBATION</b> .....	<b>7</b>
2-1 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM.....	7
2-2 RECRUITMENT AND HIRING.....	7
2-3 ADA REASONABLE ACCOMMODATION POLICY.....	10
2-4 PROBATIONARY PERIOD.....	12
<b>CHAPTER 3 – PERSONNEL RECORDS</b> .....	<b>12</b>
3-1 MAINTENANCE .....	13
3-2 CONTENTS OF EMPLOYEE RECORDS .....	12
3-3 RECORDS OF UNSUCCESSFUL APPLICANTS .....	13
3-4 EMPLOYEE ACCESS TO RECORDS .....	14
<b>CHAPTER 4 - PERFORMANCE APPRAISAL</b> .....	<b>15</b>
4-1 EMPLOYEE APPRAISALS .....	15
4-2 EXECUTIVE DIRECTOR APPRAISALS.....	15
<b>CHAPTER 5 - RESIGNATION, REDUCTION IN FORCE AND TERMINATION</b> <b>BENEFITS</b> .....	<b>15</b>
5-1 RESIGNATION.....	15
5-2 REDUCTION IN FORCE .....	15
5-3 NAME-CLEARING HEARING.....	16
<b>CHAPTER 6 - GRIEVANCES, DISMISSAL AND DISCIPLINE</b> .....	<b>16</b>
6-1 GRIEVANCES .....	16
6-2 DISMISSAL OF THE EXECUTIVE DIRECTOR.....	17
6-3 DISCIPLINARY ACTION .....	17
6-4 INVOLUNTARY TERMINATION .....	19
<b>CHAPTER 7 – WORKING HOURS AND COMPENSATION</b> .....	<b>21</b>
7-1 WORKING HOURS .....	21
7-2 HAZARDOUS WEATHER DAYS .....	21
7-3 PAYCHECKS, PAYCHECK ERRORS AND DEDUCTIONS .....	22
7-4 COMPENSATORY TIME (EXEMPT EMPLOYEES) .....	22
7-5 COMPENSATORY TIME/OVERTIME (NON-EXEMPT EMPLOYEES).....	22
7-8 FINAL PAYCHECK .....	23
<b>CHAPTER 8 - BENEFITS</b> .....	<b>23</b>

8-1 HOLIDAYS .....	23
8-2 VACATION LEAVE .....	24
8-3 SICK LEAVE .....	25
8-4 PERSONAL LEAVE .....	25
8-5 BEREAVEMENT .....	26
8-6 JURY/WITNESS DUTY.....	26
8-7 FAMILY AND MEDICAL LEAVE OF ABSENCE.....	26
8-8 EXTENDED LEAVE OF ABSENCE WITHOUT PAY (LOA).....	28
8-9 MILITARY LEAVE .....	30
8-10 FAMILY MILITARY LEAVE .....	32
8-11 SCHOOL VISITATION LEAVE .....	33
8-12 BLOOD DONATION LEAVE.....	34
8-13 VOTING LEAVE .....	34
8-14 HEALTH AND TERM LIFE INSURANCE .....	34
8-15 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF).....	35
8-16 WORKER'S COMPENSATION AND RETURN TO WORK FOLLOWING INJURY POLICY	36
8-17 TRAINING LEAVE.....	39
8-18 JOB SHARING .....	39
8-19 VESSA (VICTIM'S ECONOMIC SECURITY AND SAFETY ACT, P.A. 93-0591).....	40
<b>CHAPTER 9 – SALARY ADMINISTRATION GUIDELINES .....</b>	<b>42</b>
9-1 DEFINITIONS.....	42
9-2 SCHEDULE OF AUTHORIZED PERSONNEL AND SALARY GRID.....	44
9-3 HIRING .....	42
9-4 PROCEDURE .....	44
<b>CHAPTER 10 – DRUG- AND ALCOHOL-FREE WORKPLACE.....</b>	<b>45</b>
<b>CHAPTER 11 – WORKPLACE VIOLENCE POLICY.....</b>	<b>46</b>
<b>CHAPTER 12 – ANTI- HARASSMENT POLICY.....</b>	<b>47</b>
12-1 ANTI- HARASSMENT .....	47
12-2 COMPLAINT PROCEDURE .....	49
12-3 RETALIATION AND INTERFERENCE PROHIBITED.....	49
<b>CHAPTER 13 – PROHIBITED POLITICAL ACTIVITES AND GIFT BAN .....</b>	<b>49</b>
13-1 PROHIBITED POLITICAL ACTIVITIES .....	49
13-2 GIFT BAN .....	50
13-3 DEFINITIONS .....	52
13-4 ENFORCEMENT.....	55

**CHAPTER 14 – GENERAL RULES AND PROCEDURES..... 55**  
14-1 LEAVE BENEFITS FOR PERSONS RETURNING TO THE EMPLOY OF THE COUNTY ..... 55  
14-2 REPORTING UNSAFE WORKING CONDITIONS ..... 56  
14-3 REGISTRATION OF A DOMESTIC PARTNERSHIP..... 56  
14-4 SUGGESTIONS ..... 57  
**CHAPTER 15 – ADMINISTRATION ..... 57**  
15-1 ADMINISTRATION..... 57  
15-2 REVISIONS TO POLICIES ..... 57  
**EXHIBIT A – INTER-GOVERNMENTAL AGREEMENT CCDDDB/CCMHB.....58**

## **Statement of Applicability**

This policy shall not apply to Champaign County Mental Health Board (CCMHB) and Champaign County Developmental Disabilities Board (CCDDB) employees covered by a collective bargaining agreement between the Champaign County Board or a Champaign County Elected Official and a labor union. Nor shall this Policy apply if doing so would violate a collective bargaining agreement.

## **DISCLAIMER**

This Policy provides a guide for CCMHB and CCDDB employees. It is also intended to acquaint new employees with Champaign County procedures. However, the employer reserves the right to take whatever action it deems appropriate given the circumstances. Failure to follow the Policy shall not invalidate any action taken. Employees should not read this Policy as creating an employment contract, express or implied, or a promise that it will be followed in all cases. Except as otherwise stated in its collective bargaining and employment agreements, employees of the CCMHB and CCDDB are employed at-will. Nothing in this Policy is intended to alter this employment-at-will relationship. Interpretation of this Policy is vested solely in the CCMHB and CCDDB, or their designated representative. However, the employer may not unilaterally revise, revoke, suspend, or amend Chapter 7-4 or 7-5, and said compensatory time shall be consideration for this disclaimer and all other changes in this Policy as of January 2018.

## CHAPTER 1 - DEFINITIONS

**1-1 FULL-TIME EMPLOYEE** - An employee who works in a position which is approved by the County Board, and which is generally budgeted based on a 37.5 or 40.0 hour work week, but must be budgeted for at least 30 hours per week. Full-time employees are eligible for County paid-time-off benefits, health/life insurance benefits, and retirement benefits. Full-time appointed and elected department heads are also eligible for these benefits.

**1-2 PART-TIME EMPLOYEE** - An employee who works in an approved position, which is budgeted at less than 6.0 hours per day or 30 hours per week. Part-time employees are not eligible for health/life insurance benefits, but generally receive proportionate paid-time-off benefits, and do participate in the retirement plan.

**1-3 TEMPORARY EMPLOYEE** - A person who is hired for a specific period of time or to complete a specific task. Temporary employees fill no specific position. Hours worked and hourly rate are set by the department head within the constraints of a temporary salary budget approved by the County Board. Temporary employees are not eligible for health/life insurance benefits or for paid-time-off benefits. Temporary employees participate in the retirement plan if they work, or are expected to work, 1,000 hours annually.

**1-4 PER DIEM EMPLOYEE** - An individual, including Department Heads, who receives a standard sum of remuneration for each day worked is considered a per diem employee and is not eligible for County benefits, unless otherwise stated.

**1-5 BOARD** - The Champaign County Mental Health Board and the Champaign County Developmental Disabilities Board as delineated in their Inter-Governmental Agreement.

**1-6 EXECUTIVE DIRECTOR**- The CCMHB/CCDDB executive director is responsible for human resource management and will work in collaboration with the Champaign County Administrator and designated county staff including the county Human Resource Generalist and the Insurance Specialist.

**1-7 UNDERUTILIZATION OF MINORITIES** - The employment of fewer minority workers in a particular job classification than would reasonably be expected by the minority workers' availability in the workforce.

**1-8 JOB SHARING** - The sharing of one full-time CCMHB/CCDDB non-supervisory position by two individuals.

**1-9 DAYS** - All references to number of days in this policy shall be understood to be working days, and shall not include weekends or legal state/federal holidays or when the County Offices are closed by order of the Sheriff of Champaign County.

**1-10 DOMESTIC PARTNER** - Domestic Partners are persons who:

- a. Are at least 18 years of age.
- b. Are competent to contract at the time the domestic partnership statement is completed.
- c. Are not legally married to any person and not related in any way that would prohibit marriage in our state of operation.
- d. Are each other's sole domestic partner.
- e. Share permanent residence.

Domestic partners must have at least three of the following:

- a. Joint lease, mortgage, or deed on which both the employee and his/her partner are identified as owners or tenants.
- b. Joint ownership of vehicle.
- c. Joint ownership of a checking account or credit account.
- d. Designation of the domestic partner as beneficiary for the employee's life insurance or retirement benefits.
- e. Shared household expenses.

## **CHAPTER 2 - EMPLOYMENT, HIRING, ADA AND PROBATION**

### **2-1 EQUAL EMPLOYMENT OPPORTUNITY and AFFIRMATIVE ACTION PROGRAM**

2-1.1 **Equal Employment Opportunity (EEO) Statement** – Employees and applicants for employment with the CCMHB/CCDDB can be assured fair and equitable treatment with the provisions of EEO. Under the laws enforced by EEOC, it is illegal to discriminate against someone (applicant or employee) because of that person's race, color, religion, sex (including pregnancy), national origin, age, disability, or genetic information. It is also illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

Additionally, in accordance with the Illinois Human Rights Act, it is illegal to discriminate against someone because of sexual orientation, ancestry, citizenship status, marital status, military service, unfavorable military discharge, order of protection status, or arrest record.

These laws apply to all aspects of employment including benefits, discharge, discipline, firing, harassment, hiring, promotion, recruitment, renewal of employment, selection for training or apprenticeship, tenure, terms and conditions of employment, training, transfer, and wages.

#### 2-1.2 **Affirmative Action Program (AAP)**

The Board shall comply with the Affirmative Action Program adopted by the Champaign County Board and administered by Administration the County Administrator, under the direction of the Policy, Personnel, & Appointments Committee. The Affirmative Action Program shall be implemented in all cases, including, but not limited to employment, promotion, demotion, discipline, grievances, transfers, testing, advertising, lay off, termination, rates of pay or other forms of compensation, and selection for training.

### **2-2 RECRUITMENT AND HIRING**

2-2.1 **Recruitment Procedure** - Recruitment efforts for position vacancies shall be conducted in the following manner:

- a. Recruitment efforts and publicity for available CCMHB/CCDDB staff positions will be directed to all appropriate sources of applicants in a

geographic area wide enough to attract qualified candidates and to assure equal opportunity for the public to apply. Professional positions should be listed in appropriate professional journals. Referral agencies, such as the affirmative action offices of the University of Illinois, Parkland Community College, City of Champaign Community Relations Department, City of Urbana Human Relations Commission staff, etc., should be utilized where appropriate. The County Administrator's Office shall be notified of position openings.

b. All position openings shall be listed with the Illinois State Employment Service and shall be advertised in local newspapers, except:

- (i) Openings filled by the promotion of a County employee;
- (ii) Temporary vacancies of fewer than twenty (20) working days; or
- (iii) Positions filled by the executive director when advertised for a vacancy in the same job description within the previous four (4) months.

c. A position shall not be considered vacant if an employee appointed for a specified term is reappointed to continue to fulfill those job responsibilities for a new term.

#### 2-2.2 **Advertisement**

a. All solicitations or advertisements for employment will state that the CCMHB and CCDDDB adheres to Equal Employment Opportunity and Affirmative Action, and no advertisement for employment shall make reference to gender, except when gender is a bona fide occupational qualification.

b. Position advertisement shall include the following:

- (i) Position title and classification;
- (ii) A brief description of the job duties;
- (iii) A brief summary of training, experience, knowledge and skills required for the position; and
- (iv) Statement that the CCMHB/CCDDDB is an EEO/AA/ADA Employer.

c. Advertisements about new or vacant positions shall be posted for the benefit of current employees who wish to apply for the position.

d. Each advertisement will include a date after which no applications or resumes will be accepted. If there are usually continual openings for that job classification, a deadline date does not need to be included in the advertisement.

e. Each advertisement announcing a vacant position shall be filed with the Office of the County Administrator.

2-2.3 **Application Process** - Each applicant shall complete an application which shall be signed to certify the truth of all statements contained therein. Deliberately false or misleading statements shall be grounds for rejection of an application or immediate termination if discovered after employment begins. References shall be checked.

2-2.4 **Interviewing and Hiring Procedure** - Qualified applicants shall be notified of the time and place of the interview. Interviews shall be conducted by the Executive Director. The Executive Director may request the assistance of the County Administrator's Office in conducting the interview. All applicants who have either submitted an application or undergone an interview shall be notified when they are no longer being considered for a position. The Office of the County Administrator shall be notified as to the person hired, job title and salary, and the effective date of employment.

2-2.5 **Employee Promotion** – The Executive Director may, without open advertising, promote an employee from one position to another position within the organization in response to changes in scope of work or reorganization of the unit.

2-2.6 **Executive Director Hiring Procedure** - Unless otherwise provided by statute, when the Executive Director position becomes vacant, the process for recruitment and selection of an Executive Director is delineated in the Intergovernmental Agreement between the Champaign County Mental Health Board and the Champaign County Developmental Disabilities Board. Selection, hiring and contract negotiation with the Executive Director is the exclusive responsibility of the CCMHB and CCDDDB as specified in the Intergovernmental Agreement. See Exhibit "A"

The specific terms and conditions of the agreement between the CCMHB/CCDDDB and the Executive Director shall be delineated in a contract between the CCMHB/CCDDDB and the Executive Director.

2-2.7 **Orientation and Terms of Employment** - Following the final selection of a candidate, the Executive Director or designee shall meet with the new employee to discuss the compensation for the position and criteria for job performance during the probation period. Upon hire of a new employee, the Executive Director or designee shall schedule the new employee for an orientation meeting at the Office of the County Administrator during which the new employee shall register for payroll, IMRF, parking and County-issued identification badge. During orientation, the employee shall receive an overview of County benefits and programs.

The new employee will be asked to sign a receipt for the material presented during orientation. The employee will also be asked to sign an acknowledgement of receipt of an agreement to abide by the Champaign County Drug and Alcohol Policy.

Approximately 30 days prior to the employee's effective date for health and life insurance coverage, the employee will receive information outlining available benefits. A mandatory benefit orientation meeting for the employee will be scheduled by the Office of the County Administrator, with notice of the meeting date and time provided to both the employee and Executive Director.

2-2.8 **Anti-Nepotism Policy** – The Executive Director, or person with authority to hire or promote or effectively recommend hiring or promoting employees , shall not hire or reclassify or effectively recommend hiring or reclassifying within the department the following persons, whether related by blood, adoption or marriage: parent, grandparent, child, grandchild, sibling, spouse,

or domestic partner. Persons hired in violation of this Policy shall be terminated, and persons reclassified in violation of this Policy shall be returned to their previous position, if vacant; otherwise they shall be terminated.

## **2-3 ADA REASONABLE ACCOMMODATION POLICY**

2-3.1 The CCMHB and CCDDDB are committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act (ADA). It is the CCMHB/CCDDDB and Champaign County's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. Champaign County and the CCMHB/CCDDDB prohibit any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation. In accordance with the ADA as amended, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment and all employees.

2-3.2 **Disability.** "Disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. A "qualified person with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the job.

2-3.3 **Reasonable Accommodation.** The CCMHB/CCDDDB will seek to provide reasonable accommodation for a known disability or at the request of an individual with a disability. Many individuals with disabilities can apply for jobs and perform the essential functions of their jobs without any reasonable accommodations. However, there are situations in which a workplace barrier may interfere. A "reasonable accommodation" is any change or adjustment to the job application process, work environment, or work processes that would make it possible for the individual with a disability to perform the essential functions of the job.

There are three types of reasonable accommodation that may be considered:

- Changes to the job application process so that a qualified applicant with a disability will receive equal consideration for the job opportunity;
- Modifications to the work environment so that the qualified individual with a disability can perform the essential functions of the job; *or*
- Adjustments that will allow a qualified individual with a disability to enjoy the same benefits and privileges of employment as other similarly situated employees without disabilities.

2-3.4 **Essential Job Functions.** For each position, the job description typically will identify essential job functions. The CCMHB/CCDDDB will review job descriptions on a periodic basis to evaluate job functions designated as essential. An employee's questions about a job's requirements should be directed to the Executive Director.

2-3.5 **Requesting a Reasonable Accommodation.** An employee with a disability is responsible for requesting an accommodation from the Executive Director using the "Request for Reasonable Accommodation Form" and engaging in an informal

process to clarify what the employee needs and to identify possible accommodations. If requested, the employee is responsible for providing medical documentation regarding the disability.

The employee should describe the problem created by a workplace barrier so that an appropriate accommodation may be considered. Typically, the Executive Director will work with the employee to identify possible reasonable accommodations and to assess the effectiveness of each in allowing the employee to perform the essential functions of the job.

Based on this interactive process, a reasonable accommodation will be selected that is appropriate for both the department and the individual employee. While an individual's preference will be considered, the department is free to choose between equally effective accommodations with consideration toward expense and impact on the rest of the organization.

A request for reasonable accommodation may be denied if it would create an undue hardship for the department. Factors to be considered when determining whether an undue hardship exists include the cost of the accommodation, the organization's overall financial resources, the financial resources of the particular facility at which the accommodation is to be made, the number of employees at the facility, the total number of employees of the CCMHB/CCDDB, and the type of operation.

2-3.6 **Safety.** All employees are expected to comply with all safety procedures. The CCMHB/CCDDB will not place qualified individuals with disabilities in positions in which they will pose a direct threat to the health or safety of others or themselves. A "direct threat" means a significant risk to the health or safety of one's self or others that cannot be eliminated by reasonable accommodation. The determination that an individual with a disability poses a direct threat typically will be made by the Executive Director and/or County Administrative Services and will be based on factual, objective evidence. A written copy of the determination will be given to the employee so that he or she may submit additional information and/or challenge the determination that he or she poses a direct threat.

2-3.7 **Confidentiality.** All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

2-3.8 **Complaint Procedure.** It is the policy of the CCMHB and CCDDB to prohibit any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels he or she has been subject to such treatment or has witnessed such treatment, the situation should be reported using the harassment complaint procedure. CCMHB and CCDDB policy prohibits retaliation against an employee for exercising his or her rights under the ADA or applicable state civil rights laws. Any employee found to have engaged in retaliation against an employee for exercising his or her rights or for making a request for reasonable accommodation under this policy will be subject to immediate disciplinary action up to and including discharge. If an employee feels he or she has been retaliated against, the situation should be reported to their unit ADA Coordinator.

## **2-4 PROBATIONARY PERIOD**

### **2-4.1 Duration**

- a. **New Hire** - Each employee hired to fill an authorized full or regular part-time position must successfully complete a probationary period of six (6) months. Immediate supervisors shall conduct several informal meetings to orient the new employee to the position. At the close of the probationary period, the employee's employment will be changed to non-probationary status if the work is satisfactory as determined by the Executive Director; however, employment may be terminated at this time, or earlier, if the employee's performance has not been satisfactory. The Executive Director may extend the probation period up to an additional six months, if the employee's performance is not satisfactory at the end of the initial probationary period.
- b. **Promotions** - Each employee who has been promoted to fill an authorized full or regular part-time position must successfully complete a probationary period in the position to which they have been promoted of three (3) months. At the close of the probationary period, the employee's status in the promotional position will change to non-probationary if the work is satisfactory, as determined by the Executive Director. However, if the employee's work is not deemed satisfactory, every effort will be made to return the promoted employee to the position previously held, or a position of similar classification within the department. In addition, the Executive Director may also consider termination of employment at the unsuccessful completion of the probationary period. The Executive Director may extend the probation period up to an additional three months, if the employee's performance is not satisfactory at the end of the initial probationary period.

2-4.2 **Evaluation** - Employees serving a probationary period shall receive a written evaluation once during the six-month (6-month) period. The evaluation should be completed no later than the end of the fifth month. The supervisor shall discuss the evaluation and progress toward satisfactory performance with the employee.

## **CHAPTER 3 – PERSONNEL RECORDS**

### **3-1 MAINTENANCE**

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

### **3-2 CONTENTS OF EMPLOYEE RECORDS**

3-2.1 Personnel records should contain the following information:

- a. A receipt for information received during orientation;
- b. All evaluations;
- c. Letters of reference, commendation or complaint;

- d. Applications;
- e. Memos of oral warnings and written employee warning records;
- f. Training records;
- g. Requests for leaves of absence;
- h. Attendance, sick leave, vacation leave, compensatory time, and overtime (if applicable) records;
- i. A record of persons seeking to examine documents in the employee's file and dates these documents were examined;
- j. Resignation letters; and
- k. All other job-related information used to determine the employee's qualification for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action.

3-2.2 Any information obtained relating to an individual's physical or mental condition, medical history or medical treatment shall be collected and maintained on a separate form, in a separate medical file and will be treated as a confidential medical record, except that:

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

3-2.3 The Executive Director shall not gather or keep a record of an employee's associations, political activities, publications, communications or non-employment activities, unless the employee submits the information in writing or authorizes the Executive Director to keep or gather the information. This prohibition shall not apply to the activities that occur on CCMHB/CCDDB or County premises or during the employee's working hours with the County which interfere with the performance of the employee's duties or the duties of other employees or activities, regardless of when and where occurring, which constitute criminal conduct or may reasonably be expected to harm the CCMHB/CCDDB's or County's property, operations or business, or could by the employee's action cause the CCMHB/CCDDB or County financial liability. A record which is kept by the Executive Director as permitted under this Subsection shall be part of the personnel record.

### **3-3 RECORDS OF UNSUCCESSFUL APPLICANTS**

A record of each unsuccessful applicant will be retained by the Executive Director for a period of eighteen (18) months following rejection of the applicant. The record shall contain the following information:

- a. Sources of recruitment;
- b. Advertisements for the position;
- c. Letters of non-acceptance sent to candidates; and,
- d. Copies of any rating sheets used in selection and rejection of candidates.

### **3-4 EMPLOYEE ACCESS TO RECORDS**

3-4.1 Employee Access - All current employees, and all employees who have left the employ of the CCMHB/CCDDB within one year of the date of their request, shall have access to their personnel file, as required by the Personnel Records Review Act. The request to inspect records shall be in writing and the inspection shall be during regular business hours. The employee may request access to records a reasonable number of times per year but, in any case, shall have access, if requested, at least twice per year. The employer shall grant access within seven (7) business days of receiving the written request. The employee may designate in writing a representative to inspect the personnel record. The employee may obtain copies of any open documents in the file upon payment of the CCMHB/CCDDB's cost of duplication.

If the employee disagrees with any information in the file, and the employer does not remove or amend it, the employee may submit a written statement explaining his/her position which shall be attached to the disputed portion of the record.

3-4.2 Designated Representative Access – Notwithstanding Section 3-4.1, the right of the employee's designated representative to inspect his or her personnel records does not apply to the following, except as otherwise required by law:

- a. Letters of reference for that employee;
- b. Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document;
- c. Materials relating to the CCMHB/CCDDB or Executive Director's planning, where the materials relate to or affect more than one employee, provided, however, that this exception does not apply if such materials are, have been, or are intended to be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline;
- d. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy;
- e. Records relevant to any other pending claim between the CCMHB/CCDDB or Executive Director and the employee which may be discovered in a judicial proceeding;
- f. Investigatory or security records maintained by the County or CCMHB/CCDDB to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the CCMHB/CCDDB's or County's property, operations, or business or could by the employee's activity cause the CCMHB/CCDDB or County financial liability, unless and until the CCMHB/CCDDB or County takes adverse personnel action based on information in such records.

3-4.3 Disclosure of Disciplinary Information – Except when disclosure is ordered to a party in a legal action or arbitration, or is otherwise required by law, the Board shall not disclose any disciplinary information which is more than four years old to a third party. The Board shall not disclose any disciplinary

information without written notice except if disclosure is ordered to a party in a legal action or arbitration; information is requested by a government agency as a result of a criminal investigation by such agency; or disclosure is otherwise required by law. Notice shall be delivered by first class mail to the employee's last known address and shall be postmarked on or before the day the information is disclosed. Disciplinary information less than four years old may be disclosed without written notice if the employee has specifically waived written notice as part of a signed employment application with another employer.

## **CHAPTER 4 - PERFORMANCE APPRAISAL**

### **4-1 EMPLOYEE APPRAISALS**

The Executive Director will be responsible for the completion of one appraisal during the probation period and an annual evaluation thereafter for each employee. Each completed appraisal will be maintained in the employee's personnel file. Appraisals will be based upon performance of job duties and other criteria. It is the responsibility of the Executive Director to maintain a file of individual employee appraisals.

### **4-2 EXECUTIVE DIRECTOR APPRAISALS**

The Executive Director's performance evaluation is the exclusive responsibility of the CCMHB and CCDDDB as specified in the Intergovernmental Agreement between the Boards. Specific requirements of the evaluation are included in the employment agreement between the Boards and the Executive Director.

## **CHAPTER 5 - RESIGNATION, REDUCTION IN FORCE AND TERMINATION BENEFITS**

### **5-1 RESIGNATION**

- 5-1.1 A letter of resignation shall be given to the Executive Director at least two (2) weeks before the employee's last working day. The letter should state the reason for resignation and the last working day.
- 5-1.2 The Executive Director shall notify the Boards and the County Administrator's Office of all resignations.
- 5-1.3 Prior to the last working day, the employee may complete an IMRF separation form or application for retirement at the County Administrator's Office and may contact the Insurance Specialist to continue health insurance through Federal COBRA provisions.

### **5-2 REDUCTION IN FORCE**

- 5-2.1 **Partial Reduction** - Whenever it becomes necessary to reduce the number of employees in the CCMHB/CCDDDB organization, the Executive Director, in

collaboration with the CCMHB and the CCDDDB, shall terminate employees in accordance with guidelines adopted by the County Board.

- 5-2.2 An employee may appeal the termination pursuant to the provisions of Section 6-4 (Involuntary Termination).

### **5-3 NAME-CLEARING HEARING**

- 5-3.1 **Purpose** - The purpose of the name-clearing hearing is to enable an employee to publicly rebut any public charges made against him or her in the course of that employee's termination or resignation. A name-clearing hearing is available to any such terminated or resigned Board employee. It is not intended that any adjudication will be made as to the truth or falsity of the charges.
- 5-3.2 **Appeal** - A name-clearing hearing must be requested in writing directed to the Board Presidents within ten (10) days of termination or after the employee learns of the public statement. The letter must contain the statement or statements at issue, who made them, and where and when they were publicly made.
- 5-3.3 **Scheduling/Composition of Committee** - A hearing shall be scheduled within fifteen (15) days of the request unless it is continued with the consent of the interested persons or by the Hearing Committee for good cause. The Hearing Committee shall consist of all members of the CCMHB and CCDDDB.

## **CHAPTER 6 - GRIEVANCES, DISMISSAL AND DISCIPLINE**

### **6-1 GRIEVANCES**

- 6-1.1 **Definition** - Any claim by a non-probationary employee, unless the probationary employee has been employed by the Boards for a period of at least twelve months and is in probationary status only because of a recent promotion, that there has been a violation, misinterpretation, or misapplication of the terms of these policies shall be termed a grievance. Grievances may involve issues of wages, hours, or working conditions and are initiated by an employee following an administrative action with which the employee disagrees.
- 6-1.2 **Purpose** - The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to ensure efficiency and employee morale. No employee making good-faith use of this procedure shall be subjected to any reprisals.
- 6-1.3 **Procedure** - Grievances will be processed in the following manner and within the stated time limits. Time extensions beyond those outlined below may be arranged by written mutual agreement of the parties concerned. Grievances involving termination shall be processed as described in Section 6-4 (Involuntary Termination).

Step 1 - The aggrieved employee or group of employees will present the grievance in writing to the Executive Director. The grievance must be so presented within ten (10) working days of occurrence, not including the date of occurrence. The grievance shall be prepared in detail, including identification by section number of the policy alleged to have been violated, a brief statement of the conduct or act which is alleged to have violated the policy, and the remedy the grievant is seeking and dated. The Executive Director will give a written answer within three (3) working days of the date of presentation of the grievance, not including the date of presentation.

Step 2 - If the grievance is not settled in Step 1, it shall be signed by the aggrieved employee or group of employees, and the Executive Director, and be presented to the CCMHB and CCDDDB Presidents within five (5) working days after the Executive Director's answer is given, or should have been given, not including the day the answer is given. The grievance shall be presented along with the pertinent correspondence to date. The Board President's shall reply within five (5) working days of the date of presentation of the written grievance, not including the day of presentation.

## **6-2 DISMISSAL OF THE EXECUTIVE DIRECTOR**

6-2.1 Procedures for dismissal of the Executive Director are delineated in the Employment Agreement and must be consistent with the requirements of the agreement.

## **6-3 DISCIPLINARY ACTION**

6-3.1 **Policy** - No employee shall be disciplined wholly or partially based on, or the perception of, an individual's sexual orientation; age; sex; race; color; religious belief or practice; national origin; ancestry; marital status; citizenship status; a physical or mental disability unrelated to an individual's ability to perform the essential functions of his or her job with or without reasonable accommodation; or an unfavorable discharge from the military as defined in the Illinois Human Rights Act. The CCMHB and CCDDDB Presidents shall take necessary action against the Executive Director if found not following the intent of this policy.

6-3.2 **Recommended Disciplinary Procedures** - Sections 6-3.2(a) through 6-3.2(d) are a recommended procedure for employee discipline consistent with legal guidelines and good personnel management. These may be utilized in the absence of a procedure provided by statute.

a. **Oral Warning** - The Executive Director will give an oral reprimand and point out the area(s) in which an employee is having difficulties and assist in making the necessary corrections. A short memo will be made of the conversation. The Executive Director and the employee will initial the record. The employee's initial shall document receipt of the warning and shall not constitute agreement with the oral warning. An employee's refusal to initial an oral warning shall not preclude it from having effect. The original copy will be maintained in the employee's personnel file, and a copy will be furnished to the employee.

- b. **Written Warning** - If the employee continues to have difficulties in the same area(s), or if the violation or infraction is more serious, the Executive Director will prepare an Employee Warning Record which contains the 1) employee's name, 2) statement as to the date and the nature of the infraction, 3) employee's statements as to the alleged violations, 4) disciplinary action to be taken, and 5) signature of the employee and the Executive Director. The original copy shall be placed in the employee's personnel file, and a copy will be furnished to the immediate supervisor and employee.
- c. **Suspension** - The Executive Director may use suspension as an optional disciplinary action. Upon evidence or reasonable suspicion of a serious offense against the CCMHB/CCDDB or another employee and after consultation with the employee, the Executive Director may order an employee absent from duties without pay for a period not to exceed five (5) working days. The Executive Director shall, within twenty-four (24) hours of such action, prepare a written memorandum stating the grounds for such action and submit it to the CCMHB and CCDDB President's and to the suspended employee. Such a memorandum shall be held confidential.
- d. **Dismissal** - For severe violation or repeated violations, the Executive Director may dismiss the employee. Before the Executive Director concludes discharge is appropriate, the employee must be given adequate notice of the reasons for dismissal and a fair opportunity to present his or her version of events. The employee and CCMHB and CCDDB Presidents will be given a written report stating the reasons for dismissal.

6-3.3 The Executive Director may consider the following factors in deciding whether discipline is appropriate in any particular case, and, if so, what level of discipline is appropriate. Regardless of whether an employee is covered by contract, bargaining agreement, or statute, or is an at-will employee, the following are offered as guidance to decision-makers who may apply them with fair consideration of the specifics of the particular case:

- a. **Notice:** Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
- b. **Reasonable Rule:** Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the organization?
- c. **Investigation:** Did the employer make an effort to discover, fairly and objectively, whether the employee did in fact violate a rule or order?
- d. **Fairness:** Was the investigation conducted fairly and objectively?
- e. **Proof:** Did the investigator obtain substantial evidence or proof that the employee was guilty of violating the rule or order?

- f. **Equal Treatment:** Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all similarly-situated employees?
- g. **Penalty:** Was the degree of discipline administered by the employer reasonably related to the seriousness of the offense and the employee's record of service?

6-3.4 **Executive Director** – Recommended disciplinary procedures are specified in the Employment Agreement between the Boards and the Executive Director.

#### **6-4 INVOLUNTARY TERMINATION**

6-4.1 **Purpose** - A non-probationary individual who believes their employment was terminated (including dismissal or reduction in force) in violation of these policies has ten (10) days from the date of the written notice of termination to request a termination hearing. A dismissal or termination in violation of these policies by the Executive Director is improper.

6-4.2 **Executive Director Action** - Prior to every involuntary termination, the Executive Director shall conduct an investigation, and there shall be a review of the investigation with the presidents of the CCMHB and the CCDDB. Prior to the conclusion of the investigation, the employee shall be informed, orally or in writing, of the reason for termination. The employee shall have an explanation of the evidence supporting the charges and the employee shall be allowed to respond orally or, upon consent of the Executive Director, in writing.

An employee may be suspended with pay until a final decision is made by the Executive Director. The investigation shall be concluded within a reasonable length of time after the basis for the charges comes to the attention of the Executive Director.

#### **6-4.3 Hearing Procedures (Champaign County Personnel Policy Applies):**

- a. All Termination Hearings shall be heard and decided by a Hearing Officer. The Champaign County Board Policy, Personnel, & Appointments Committee shall designate three (3) individuals biannually, in January after County Board district representation elections, as potential Hearing Officers. When a hearing is requested, the County Administrator shall choose one of that group to hear the evidence and decide the issues relating to each case in which a hearing is requested.
- b. All requests for hearings shall be in writing and directed to the County Administrator. All requests must be received by the County Administrator within ten (10) days from the date of written notice of termination in accordance with Sections 6-4.1 of this Policy. The request shall specify the specific violation as stated in 6-4.1, the remedy sought, and give an address where correspondence regarding the hearing may be mailed. A Termination Hearing must be held within fifteen (15) days of the request, unless the same is continued by agreement of the employee and Department Head or by the

Hearing Officer for good cause shown. Availability of the Hearing Officer may be considered good cause.

Should such continuance be granted by the Hearing Officer, the aggrieved employee shall make himself, or herself, available for a Termination Hearing within an additional fifteen (15) days' time period by offering three (3) times that he or she can be available for said hearing. If this is not done, the right to a termination hearing is waived by the aggrieved employee.

- c. The County Administrator shall inform the employee and CCMHB/CCDDB Executive Director of the date, time and place of the Termination Hearing by mailing notice to the parties at least seven (7) days before the hearing is scheduled. The personal attendance of the Executive Director and the employee is required.
- d. The employee may be accompanied by counsel or other personal representative, but the County will not pay for, or provide, counsel. The Executive Director shall be accompanied by counsel provided by the County (usually the State's Attorney as legal counsel of the County). If the State's Attorney is unavailable, counsel may be employed by the Executive Director with the approval of the County Administrator and the State's Attorney.
- e. All Termination Hearings shall be informal, and rules of evidence shall NOT apply. Both the employee and the Executive Director may present relevant testimony, documentary, and physical evidence. All testimony shall be given under oath. Both the employee and the Executive Director, personally or through their representative, shall have the right to cross-examine the other party and all witnesses who testify on behalf of the other party.
- f. A tape recording, or other verbatim record, of hearing shall be made. A transcript shall be prepared upon request and provided to any party requesting the same and paying the costs of producing a transcript to the County Administrator.
- g. The employee has the burden of proving, by a preponderance of evidence, that his/her termination was in violation of these policies.
- h. All appeal proceedings and evidence taken therein shall be confidential, and the public shall not be permitted to attend hearings, unless both the employee and Executive Director shall otherwise agree.
- i. The Hearing Officer must decide an appeal within ten (10) days of the hearing. If, after hearing the facts of the termination, the Hearing Officer believes the individual has not been improperly terminated, the Executive Director action will be upheld. If, however, the Hearing Officer determines the employment of the individual has been improperly terminated, according to the guidelines in Section 6-4.1, the employee will be reinstated and compensated any back pay resulting from the termination. The Hearing Officer shall not have the

authority to reduce the discipline imposed, but may recommend to the Executive Director appropriate discipline to be imposed, short of termination. A written decision containing findings of fact shall be made by the Hearing Officer and mailed to the employee, Executive Director, County Administrator, and Chair of the Policy, Personnel, & Appointments Committee within ten (10) days of the hearing.

- j. If an employee does not request a termination hearing within ten (10) days of the written notice of the termination, the termination will be deemed proper.

## **CHAPTER 7 – WORKING HOURS AND COMPENSATION**

### **7-1 WORKING HOURS**

- 7-1.1 Official CCMHB and CCDDDB office hours shall be from 8:00 A.M. to 4:30 P.M., Monday through Friday. Work hours which deviate from official County office hours may be arranged and approved by the Executive Director.
- 7-1.2 Employees who work for at least 7.5 consecutive hours will be permitted at least 20 minutes for a meal period no longer than 5 hours after the start of the work period.
- 7-1.3 Work breaks may be scheduled by the Executive Director.

### **7-2 HAZARDOUS WEATHER DAYS**

- 7-2.1 If a hazardous weather situation arises before the start of an employee's working hours the following procedures will be used:
  - a. An employee will not be required to forfeit a day's pay during times of natural disaster when, by order of the Sheriff or the County Board Chair, the County office building in which he/she works is closed; or if the Executive Director determines it is in the best interest of staff to exercise discretionary authority and close the office.
  - b. If the County Office Building in which an employee works is not declared to be closed and the employee is unable to arrive at work, the employee may utilize personal, vacation or compensatory time, or make arrangement with his/her Executive Director to work additional hours, to compensate for those hours missed.
- 7-2.2 If a hazardous weather situation arises after the start of an employee's working hours, the Executive Director may allow the employee to leave work early if consistent with office staffing requirements, and the employee may utilize personal, vacation or compensatory time, or make arrangement with the Executive Director to work additional hours, to compensate for those hours missed.

### **7-3 PAYCHECKS, PAYCHECK ERRORS AND DEDUCTIONS**

- 7-3.1 Paychecks - Payroll periods end every other Saturday night at 12:00 P.M. and pay periods begin at 12:01 A.M. on Sunday morning. Payroll checks are issued the first Friday following the end of a pay period. Departments are notified when paychecks are available to be distributed electronically. All deductions from an employee's gross pay are identified on the stub of each paycheck.
- 7-3.2 Paycheck Errors - Any paycheck errors should be referred to the employee within the department who regularly prepares the payroll. Corrections will be made no later than the following pay period with the approval of the Executive Director.
- 7-3.3 Deductions - The following deductions may be made from an employee's pay in accordance with established benefits, legal requirements and/or employee option:
- a. Federal and State Income Tax;
  - b. FICA (Social Security);
  - c. IMRF (Illinois Municipal Retirement Fund);
  - d. Benefit deductions as requested, including but not limited to health insurance, life insurance, and dental insurance;
  - e. Deferred Compensation;
  - f. Voluntary Charitable Contribution;
  - g. Others as requested and/or approved.

### **7-4 COMPENSATORY TIME (EXEMPT EMPLOYEES)**

- 7-4.1 Compensatory time ("hour for hour") is available to employees who are exempt under the provisions of the Fair Labor Standards Act as time off for work performed in the regular line of duty beyond normal working hours. Compensatory time may not be accrued beyond seventy-five (75) hours. The Executive Director shall establish the rate at which compensatory time is accrued and shall determine the staff positions subject to the compensatory time policy.
- 7-4.2 Exempt employees shall keep a record of all compensatory time earned and expended to submit to the Executive Director for verification.
- 7-4.3 Compensatory time may be taken at any time with prior approval of the Executive Director. A maximum of one workweek of compensatory time may be taken off consecutively.

### **7-5 COMPENSATORY TIME/OVERTIME (NON-EXEMPT EMPLOYEES)**

- 7-5.1 Statement of Intent - It is the intent of this provision to compensate each Champaign County employee who is not exempt from the provisions of the Fair Labor Standards Act on an hour for hour basis for all hours worked up to forty (40) hours per week and at the rate of 1-1/2 times the hours worked over forty (40) hours per week. This compensation will be in the form of regular pay, compensatory time or overtime pay.

7-5.2 Non-exempt employees normally scheduled to work 37.5 hours per week shall earn compensatory time on an hour for hour basis up to forty (40) hours worked per week. All non-exempt employees shall earn compensatory time at the rate of 1-1/2 times the extra hours worked over forty (40) hours per week.

7-5.3 At the end of each pay period, the number of hours worked beyond the normal scheduled hours will be converted to compensatory time/overtime hours according to the formula shown above. These hours will be added to the compensatory time hours previously earned less any compensatory time hours used during that pay period.

Compensatory time hours may be accrued up to a maximum of seventy-five (75) hours as determined at the end of each pay period. Hours of compensatory time earned over seventy-five (75) hours will be paid with that paycheck as overtime on an hour for hour basis.

7-5.4 Compensatory time earned and expended by non-exempt employees shall be documented in the CCMHB/CCDDB timekeeping system as submitted and approved by the Executive Director.

7-5.5 Compensatory time off shall be allowed to be taken with prior approval of the Executive Director, if the use of such time does not unduly disrupt the organizations operations. A maximum of one work week of compensatory time may be taken off consecutively.

## **7-8 FINAL PAYCHECK**

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

# **CHAPTER 8 - BENEFITS**

## **8-1 HOLIDAYS**

8-1.1 Official Holidays - Except as otherwise provided by statute, the annual holiday schedule for CCMHB and CCDDB will be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Spring Holiday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th

Thanksgiving  
Christmas Eve Day  
Christmas Day

Fourth Thursday of November  
and the Friday after  
December 24th  
December 25th

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

- 8-1.2 Holiday Observance - Where an employee is scheduled and required to work on a holiday, equivalent time off will be granted within a reasonable period at a time convenient to the employee and consistent with the department's operating needs.
- 8-1.3 Holiday During Vacation - A holiday falling during an employee's regularly scheduled vacation period shall be counted as a holiday and not as a vacation day.
- 8-1.4 Eligibility for Holiday Pay - To be eligible for a paid holiday, the employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless absence on either or both of these work days is for good cause and approved by the Executive Director. Part-time employees are eligible for holiday pay on a pro-rated basis equitable to the number of hours of regular service.

## **8-2 VACATION LEAVE**

- 8-2.1 Employees with less than two years of continuous employment shall earn twelve (12) working days vacation annually with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of twenty (20) working days.
- 8-2.2 Employees with more than two years and less than four years of continuous employment shall earn eighteen (18) working days vacation annually with full pay at a proportionate rate per pay period; and shall be limited to a maximum accrual of thirty (30) working days.
- 8-2.3 Employees with four or more years of continuous employment shall earn twenty-four (24) working days vacation annually with full pay at a proportionate rate per pay period; and shall be limited to a maximum accrual of fifty (50) working days.

No employee shall accumulate more than the maximum accrual as stated above. Hours gained above the maximum will not be credited to the employee's vacation balance, but will be forfeited. This Section shall apply to all current and future employees effective on December 1, 2003. For all current employees, any unused vacation time accrued prior to December 1, 2003 shall be frozen for future use or to be paid upon termination of employment with Champaign County, and shall not be counted toward the maximum accrual rates as stated above.

- 8-2.7 Vacation leave with full pay shall be taken on a scheduled basis and, subject to exigent circumstances, may be taken at any time with the approval of the

Department Head, except that no vacation shall be taken prior to the successful completion of six (6) months continuous employment with the County.

- 8-2.8 The Executive Director's benefit time is specified in the Employment Agreement with the Boards.

### **8-3 SICK LEAVE**

- 8-3.1 Employees shall be granted twelve (12) working days sick leave annually, with full pay at a proportionate rate per pay period, which may be accrued not to exceed one hundred thirty-five (135) working days except that a part-time employee shall be granted sick leave proportionately. An employee with less than six (6) months service shall be entitled to two (2) days sick leave.
- 8-3.2 Sick leave is defined as the absence of an employee due to illness, disability, or injury of the employee; or illness, disability, or injury of an employee's spouse, mother, father, children, domestic partner, or sibling if the sibling resides in the employee's household.
- 8-3.3 Payment for unused sick leave shall not be made at termination.
- 8-3.4 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.
- 8-3.5 Sick leave is a privilege granted by the County for the benefit of all County employees. Any abuse by an employee could result in this privilege being denied that individual.

### **8-4 PERSONAL LEAVE**

- 8-4.1 Employees with less than fifteen (15) years of continuous employment shall earn three (3) days of personal leave annually.
- 8-4.2 Employees with more than fifteen (15) years of continuous employment shall earn four (4) days of personal leave annually.
- 8-4.3 A part-time employee shall be granted personal leave proportionately.
- 8-4.4 Personal Leave is granted to every employee in the amounts specified above at the beginning of each year of employment. Effective upon each employee's anniversary date after December 1, 2003, unused personal days shall not be carried over from one year of employment to the next. This Section shall apply to all current and future employees effective on December 1, 2003. For all current employees, any unused personal time granted prior to December 1, 2003 shall be carried until the employee's next anniversary date, and on the anniversary date between December 1, 2003 and November 30, 2004, any unused personal leave shall be placed in the vacation reserve and frozen for future use or to be paid upon termination of employment with Champaign County.

8-4.5 Subject to prior approval by the Executive Director or supervisor and exigent circumstances, this leave may be taken at any time.

### **8-5 BEREAVEMENT**

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

### **8-6 JURY/WITNESS DUTY**

8-6.1 Any employee who is called for jury duty shall be excused from work for the days served. The employee shall receive his/her normal rate of pay for each day of jury duty for which he or she would have worked. The employee shall give the supervisor reasonable notice of the needed leave for jury service, which requires the employee to deliver to the supervisor a copy of the summons within ten (10) days of the date of issuance of the summons to the employee. During this time, if the employee is not actually performing jury duty, the employee shall return to work for the remainder of the work day. The payment received for jury duty shall be returned to the County; however, the mileage reimbursement shall be retained by the employee.

8-6.2 If an employee is served a subpoena to appear for witness duty in a job-related capacity, 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.

8-6.3 If an employee is served a subpoena to appear in court for a matter that is not related to his/her employment, the employee shall be granted unpaid time off in order to comply with the subpoena. The employee may choose to utilize accrued paid leave time instead.

8-6.4 The Executive Director shall maintain records of the days on which jury and witness duty is served by employee.

### **8-7 FAMILY AND MEDICAL LEAVE OF ABSENCE**

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

8-7.1 **Eligible Employees** – An employee is eligible for FMLA leave if the employee has worked for at least twelve (12) months and has performed 1,250 hours of service for the Boards during the previous twelve (12) month period.

8-7.2 **Leave Requirements** - The Boards will extend up to twelve (12) weeks of FMLA leave during any twelve-month period to eligible employees (the twelve

month period shall be a "rolling" 12-month period measured backward from the date an Employee uses any FMLA leave):

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

8-7.3 **Substitution of Paid Leave** - Paid leave will run concurrent with FMLA leave under certain circumstances:

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

8-7.4 **Length of Leave** - If medically necessary, a leave relating to a serious health condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. However, an employee who requests leave due to birth or adoption may not take leave intermittently, exceptions to be made by the Executive Director.

An employee is entitled to no more than a total of twelve work weeks of FMLA leave, during any twelve-month period. When both spouses are employed by the County, the total number of workweeks of leave utilized by both spouses will be limited to 12 workweeks if the leave is taken because of the birth of a son or daughter and in order to care for the son or daughter, the placement of a son or daughter with the employee for adoption or foster care, or to care for a sick parent of one of the employees if the parent has a serious health condition.

8-7.5 **Notice and Certification** - When leave is reasonably foreseeable, the employee must provide 30 days' advance notice of the leave to the Executive Director.

When substituting paid sick, vacation, or personal leave for unpaid FMLA leave, the Employer may require a certificate from the appropriate physician. For unpaid leave, a medical certification of illness and its seriousness, both as to the employee and/or a family member, will be required. It must also state the expected duration of the leave.

If there is reason to doubt the validity of the certification, the Boards may, at its own expense, require the employee or family member to obtain from a doctor of the County's choice. If a conflict arises, the County may require a third opinion. The third opinion shall be final and binding.

The Boards may also require that an employee obtain subsequent re-certifications on a monthly basis.

8-7.6 **Compensation/Benefits During Unpaid Leave** – During unpaid leave time, employees' wages and other benefits are not paid or accrued except for health and County paid life insurance, which will be continued on the same basis as if the employee continued in active status. The employee's portion of health insurance must be paid either through payroll deduction, or by direct payment by the employee to the County. The employee will receive a bill from the County for payment of health, life and/or dental premiums. If the premium is not paid by the stated due date, coverage will be canceled.

8-7.7 **Return to Work** - At the conclusion of leave, an employee will be restored to the position he/she held at the time the leave began or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless the employee's position would have been otherwise eliminated during the leave. Fringe benefits accrued prior to the leave will not be lost as a result of the leave. However, employees do not accrue additional seniority or employee benefits during the period of leave.

The Boards may deny reinstatement after leave to a salaried employee who is among the highest paid ten percent of its employees when denial is necessary to prevent substantial and grievous economic injury to the Boards. The Boards will provide prompt notification to the employee that reinstatement will be denied for that reason.

An employee who fails to return to work after the leave expires (other than due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control) will be liable to the County for its share of health plan premiums paid by the County during the period of leave. The County will recover the initial sums through deductions from any sums due to the employee (e.g. unpaid wages, vacation pay, etc.) Any balance will be recovered through legal action.

## **8-8 EXTENDED LEAVE OF ABSENCE WITHOUT PAY (LOA)**

8-8.1 A Leave of Absence Without Pay (LOA) may be granted for short term disability, or reasons other than those covered by Family Medical Leave of Absence, Section 8-7 as approved by the Executive Director.

8-8.2 A non-probationary employee must use all of his/her accrued benefit time, including sick time if it's available under the circumstances, before beginning

a leave of absence without pay. The employee may choose to reserve the equivalent of three days of sick time. Benefit time is exhausted when less than one (1) hour is available to be taken.

- 8-8.3 A LOA of less than one (1) calendar month may be arranged between an employee and the Executive Director. If possible an employee requesting a LOA for a period of one month or less shall notify the Executive Director of the request, in writing, at least three (3) days prior to the exhaustion of all applicable accrued benefit time.
- 8-8.4 If the employee will be absent from work longer than the accrued benefit time available to be taken plus one month, if granted under Section 8-8.3, a request for a LOA not to exceed four (4) months shall be submitted to the Executive Director. The employee shall notify the Executive 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.
- 8-8.5 All LOAs under Section 8-8.3 and 8-8.4 shall be without payment of salary from the CCMHB and CCDDDB. Employees on an approved Leave of Absence will not earn or accrue benefit time (vacation, sick, holiday or personal leave). The Boards will continue to pay the employer's contribution for health and life insurance coverage. Time spent on an approved Leave of Absence will count toward determination of length of service with the County in computing benefits when the employee returns to work. The employee remains responsible for payment of any additional individual or dependent health, life and/or dental insurance coverage premiums while on an approved Leave of Absence. The employee will receive a bill from the County for payment of outstanding premiums. If the premium payment is not received by the due date stated, coverage will be canceled.
- 8-8.6 The Executive Director shall provide copies of an approved LOA which include the various terms and conditions of the leave to the following:
  - a. Employee
  - b. County Administrator's Office
- 8-8.7 Before an employee may return to work from a Leave of Absence granted due to a short term disability (either Executive Director approved one month leave or additional four months), the employee must have a doctor's statement approving the return to work in the employee's position.
- 8-8.8 An employee who is granted a LOA under Section 8-8.3 or Section 8-8.4 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 Policy (Section 5-2) shall be applied. On return from a LOA, an employee's salary shall be as determined by the Executive Director.
- 8-8.9 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. If final action on a request for leave cannot be taken until accrued benefit time has been exhausted or approved leave has expired, an employee who has not returned

to work within seven (7) days after notification by the Executive Director shall be deemed to have resigned.

8-8.10 The Executive Director may fill a position that is vacant due to an employee being on an approved Leave of Absence, with a temporary employee if sufficient funds are budgeted in the appropriate temporary line item.

8-8.11 Although the Leave of Absence policy is designed to be flexible enough to accommodate most specific situations, there will be occasions that require techniques or solutions outside the established guidelines. Requests beyond the Leave of Absence benefits granted by this policy may be referred by the Executive Director to the Presidents of the CCMHB and CCDDDB for final approval. The approval of an extended Leave of Absence maintains length of service credits. However, employer paid health insurance benefits will not be provided, if a Leave of Absence is approved or extended to an employee for a period longer than the four months stipulated by this policy. The Executive 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 Policy (Section 5-2) shall be applied.

8-8.12 A leave of absence necessitated by a work-related injury will be granted as of right under Sections 8-8.3 and 8-8.4. The employee shall not be required to exhaust benefit time under Section 8-8.2. 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.

## **8-9 MILITARY LEAVE**

Employees performing military duties are entitled to numerous protections under federal and Illinois law. When addressing issues of military leave and its impact on CCMHB/CCDDDB employment, supervisors are advised to consult with the Civil Division of the State's Attorney's Office or the Human Resources Generalist in the County Administrator's Office.

- 8-9.1 **Leave** will be granted from Board employment for any period actively spent in military service, whether voluntary or involuntary, including –
- a. A period for which the employee is absent from employment for the purpose of an examination to determine the fitness of the employee to perform military duty;
  - b. Active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty;
  - c. Basic training, special or advanced training, and annual training;
  - d. Training or education under the supervision of the United States preliminary to induction or enlistment into military service;
  - e. Active military duty as a result of an order of the President of the United States or the Governor of Illinois;

- f. The performance of funeral honors duty pursuant to military orders in preparation for or to perform funeral honors functions at the funeral of a veteran.

#### 8-9.2 **Pay**

- a. For periods of annual training, the employee shall continue to receive his or her regular compensation as a CCMHB/CCDDB employee.
- b. For periods of basic training, up to sixty (60) days of special or advanced training, or mobilization as a result of an order of the President of the United States, the employee shall receive his or her regular compensation as a CCMHB/CCDDB employee minus the amount of his or her base pay for military service.

8-9.3 **Insurance** – Insurance coverage and its automatic continuation upon the employee’s return to CCMHB/CCDDB employment shall be made available to the employee.

#### 8-9.4 **Other Benefits**

- a. Seniority shall continue to accrue during periods of military leave.
- b. Pay raises, promotions or other benefits dependent on the passage of time accrue to the employee’s benefit as if the employee were present for work during the entire period of military duty.
- c. Pay raises, promotions or other benefits based on merit or otherwise related to demonstrated skill or efficiency shall not accrue during the employee’s absence due to military duty.
- d. Pension rights and benefits shall be protected and preserved for the duration of the employee’s military service as if the employee were a CCMHB/CCDDB employee for the entire period of military duty.

#### 8-9.5 **Reinstatement**

- a. **Notice** – Any Board employee seeking to return to CCMHB and CCDDB employment following the completion of military duty must notify the Executive Director within ninety (90) days of completion of that military duty, or from any hospitalization continuing after discharge for a period of not more than one (1) year in order to be eligible for reinstatement under this Section. If the employee does not notify the Executive Director of his or her request for reinstatement within that time frame, the employee shall be considered absent from work and subject to discipline or discharge.
- b. **Reinstatement**
  - (i) If the employee seeking reinstatement is still qualified to perform the duties of the position which he or she left, the employee shall be promptly restored to the position which he or

she left for military duty, with the same increase in status, seniority and wages that were earned during the period of military service by employees who were in similar positions during the employee's military duty, or to a position of similar seniority, status and pay, unless the CCMHB/CCDDB's circumstances have so changed as to make it impossible or unreasonable to do so.

- (ii) If the employee seeking reinstatement is not qualified to perform the duties of the position which he or she left due to reasons other than disability, such as a lapse in necessary licensure or similar documentary or training requirement, the Board shall make reasonable efforts to qualify the employee in an attempt to restore the employee to the position which he or she left for military duty, with the same increases in status, seniority and wages that were earned during the period of military service by employees who were in similar positions during the employee's military duty, or to a position of similar seniority, status or pay, unless the Board's circumstances have so changed as to make it impossible or unreasonable to do so. If the employee cannot become qualified with reasonable efforts by the CCMHB/CCDDB, the employee shall be reemployed in a position which is the nearest approximation of position which the employee left to perform military duty.
  - (iii) If the employee seeking reinstatement is not qualified to perform the duties of the position which he or she left by reason of disability suffered during military duty but qualified to perform the duties of any other position within the County, the employee shall be promptly reemployed to another position the duties of which he or she is qualified to perform and as will provide the employee with like seniority, status and pay, or the nearest approximation, consistent with the circumstances of the employee's particular case.
- c. Any employee restored to Board employment following military duty shall not be discharged from Board employment without cause within one (1) year of restoration to employment.

## **8-10 FAMILY MILITARY LEAVE**

An employee who is the spouse or parent of a person called to military service lasting longer than thirty (30) days with the State or United States pursuant to the orders of the Governor or the President of the United States may take up to thirty (30) days of unpaid leave under the Family Military Leave Act.

**8-10.1 Eligible Employees** - An employee is eligible for Family Military Leave if the employee has been employed by the Boards for at least twelve (12) months, and has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. Furthermore, no leave may be taken by an employee under this Section unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave.

8-10.2 **Leave Requirements** – The Boards shall provide up to thirty (30) days of unpaid family military leave to an employee during the time federal or state deployment orders are in effect, subject to the conditions set forth in this Section.

8-10.3 **Notice and Certification** – The employee shall give at least fourteen (14) days notice of the intended date upon which the family military leave will commence if leave will consist of five (5) or more consecutive work days. Where able, the employee shall consult with the employer to schedule the leave so as to not unduly disrupt the operations of the employer. Employees taking military family leave for less than 5 consecutive days shall give the employer advanced notice as is practicable. The employer may require certification from the proper military authority to verify the employee’s eligibility for the family military leave requested.

8-10.4 **Continuation of Benefits** - During any family military leave, the Boards will make it possible for employees to continue their benefits at the employee’s expense. The County and employee may negotiate for the employer to maintain benefits at the employer’s expense for the duration of the leave. Furthermore, taking family military leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

8-10.5 **Reinstatement** – Upon expiration of the leave, the employee shall be entitled to be restored to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

## **8-11 SCHOOL VISITATION LEAVE**

Under the School Visitation Leave Act, eligible employees are allowed to take unpaid leave for certain school-related functions concerning their children.

8-11.1 **Eligible Employees** – An employee is eligible for School Visitation Leave if the employee has worked for the Boards for at least six (6) months preceding the request and worked an average number of hours per week which is at least half of the full-time hours for that job classification during those six (6) months. Furthermore, no leave may be taken by an employee under this Section unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee except sick leave and disability leave.

8-11.2 **Leave Requirements** – The Boards will grant an employee unpaid leave of up to a total of eight (8) hours during any school year, and no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee’s biological, adopted, foster, or stepchild, or legal ward of the employee, who is enrolled in a public or private primary or secondary school, if the conference or classroom activities cannot be scheduled during non-work hours.

8-11.3 **Notice and Certification** – Before arranging attendance at the conference or activity, the employee shall provide the Executive Director with a written request for leave at least seven (7) days in advance of the time the employee is required to utilize the visitation right. In emergency situations, no more than 24 hours notice shall be required. The employee must consult with the

employer to schedule the leave so as not to disrupt unduly the operations of the employer. Upon completion of the school visitation, the employee shall submit verification of the exact time and date the visitation occurred.

8-11.4 **Alternate Work** – An employee who utilizes or seeks to utilize the rights afforded by this Section may choose the opportunity to make up the time so taken on a different day or shift as directed by the Executive Director. An employee may not be required to make up the time taken, but if the employee does not make up the time taken, the employee shall not be compensated for the time taken. An employee who does make up the time taken shall be paid at the same rate as paid for normal working time. The Boards shall make a good faith effort to permit an employee to make up the time taken for the purposes of this Section. If no reasonable opportunity exists for the employee to make up the time taken, the employee shall not be paid for the time. A reasonable opportunity to make up the time taken does not include the scheduling of make-up time in a manner that would require the payment of wages on an overtime basis. If unpaid leave under this Section conflicts with the unreduced compensation requirement for exempt employees under the federal Fair Labor Standards Act, the Boards may require the employee to make up the leave hours within the same pay period.

#### **8-12 BLOOD DONATION LEAVE**

8-12.1 Employees who are employed full-time by the Boards and who have worked for the Boards for at least six (6) months may be granted one (1) paid hour every fifty-six (56) days in order to donate blood.

8-12.2 Employees may take leave pursuant to this Section only after obtaining approval from the Executive Director.

#### **8-13 VOTING LEAVE**

8-13.1 Any employee entitled to vote at a general or special election or at any election at which propositions are submitted to a popular vote shall be entitled to take paid leave from work for a period of two (2) hours between the time of opening and closing the polls on the day of the election for the purpose of voting.

8-13.2 The employee must request leave prior to the day of election.

8-13.3 The employer may specify the hours during which the employee may leave to vote, except that the employer must permit a 2-hour absence during working hours if the employee's working hours begin less than 2 hours after the opening of the polls and end less than 2 hours before the closing of the polls.

#### **8-14 HEALTH AND TERM LIFE INSURANCE (Champaign County Personnel Policies Apply)**

8-14.1 An employee (including per diem employees) must work at least thirty (30) hours per week and have completed three (3) months of employment to be eligible for the County insurance benefit program. The County provides group health and life insurance coverage. The County Board shall offer such group health and life insurance programs as it determines. The County Board shall

determine annually the amount which it will contribute toward group health and life insurance coverage on behalf of each employee. Employee choice of group health insurance program shall not interfere with the employee's group life benefits. If the cost of a particular group health insurance program is more than the County contribution, the employee shall pay the additional amount through payroll deduction. If the employee wishes to have dependent coverage, the employee must assume the responsibility for dependent premiums through payroll deduction.

An employee in a full-time, temporary employment status with the County may be eligible for Health Insurance benefits upon employment as a regular full-time employee under the following condition: That the employee has had three months continuous unbroken employment with the County for a three-month period immediately prior to the employment by the County as a regular full-time employee.

8-14.2 If an employee retires from the County on an IMRF pension or qualifies for IMRF permanent disability, they may retain their health insurance coverage and reimburse the County for their premiums. Arrangements may be made through the County Administrator's Office.

### **8-15 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF) – Champaign County Personnel Policies Apply**

The benefits of the Illinois Municipal Retirement Fund and eligibility for IMRF are determined by the state law and not by the County. The benefits are subject to change without notice from the County. 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](http://www.imrf.org) for a detailed description of your benefits.

### **8-16 WORKER'S COMPENSATION AND RETURN TO WORK FOLLOWING INJURY POLICY**

It is the policy of the CCMHB and CCDDb to promote a safe work place for its employees. When an employee is off work due to a work-related illness or injury, the Boards will monitor the status of such an employee and when available will assist the employee in obtaining rehabilitation services in order for the employee to return to work. An employee who is off work due to a work-related illness or injury is expected to cooperate with any county programs or policies designed to help the employee return to work and to assume their full job responsibilities. The Boards shall oversee the management of its workers compensation program, and shall investigate all workers compensation claims as necessary to ensure uniform reporting procedures. It is the policy of the Boards to make every reasonable effort to accommodate an injured employee, unless such accommodation poses undue hardship on the CCMHB and CCDDb.

8-16.1 **Procedure** – Any employee injured on the job or who acquired a job-related illness is required to report the incident to the Executive Director as soon as practicable after it is known that such injury or illness is job-related. The report shall contain the approximate date and place of the accident, if known, and may be given to the supervisor either orally or in writing.

- a. When an employee sustains what he/she believes to be a work-related injury or illness, this should be reported to the Executive Director. The employee shall then be assisted by the Executive Director or designee for the coordination of his/her initial care and treatment. The employee is encouraged to seek treatment from Carle Clinic Occupational Medicine. The employee also has the option of seeking treatment through the medical care provider from whom they have insurance coverage. If the employee needs urgent medical attention, the employee's immediate supervisor shall call 9-1-1 to have the employee transported to the closest hospital for treatment.
- b. After coordinating the employee's initial care and treatment as described in 8-16.1(a), the Executive Director shall complete the State of Illinois Employer's First Report of Injury or Illness (known as Form 45) within twenty-four hours of the employee's report. If the Executive Director or designee is not available to sign the report within the twenty-four hour period, the Associate Director shall fax the said report to the Insurance Specialist in Administrative Services. The Executive Director's Incident Investigation Report should also be prepared within twenty-four hours of the incident, unless the said forms cannot be completed during regular working hours, in which case the immediate supervisor shall advise the County Administrator which forms are incomplete, and what further information is necessary to complete the said forms.
- c. The Executive Director is responsible for the initial investigation of the employee's reported work-related injury or illness. Supplemental and/or conflicting information, including any written statements by the injured employee, should be noted in a separate memorandum. The Executive Director shall also include within the initial investigation report a list of any witnesses to the injury or illness claimed by the employee.
- d. In order to determine whether the injury or illness reported by the employee is a compensable injury and to determine the nature, extent, and probable duration of the injury, the employer may require the employee to undergo a medical evaluation by a duly qualified medical practitioner or surgeon of the employer's choice, with the said evaluation to be paid for by the employer, for the purpose of determining the nature, extent and probable duration of the injury received by the employee, and for the purpose of ascertaining the amount of compensation which may be due the employee from time to time for disability according to the provisions of the Workers Compensation Act.
- e. An employee must provide whatever medical releases of information are necessary to the Executive Director, and the Insurance Specialist, for all physicians, surgeons, therapists, or other medical providers as to any evaluation, treatment, testing, prescribed medications or other medical information relevant to the evaluation and treatment of the employee's work-related illness or injury, as well as any recommendations made by any medical providers as to the employee's ability to return to the employee's job, or transitional work. It shall be

the responsibility of the Executive Director to work with the employee to obtain the said releases. The employee shall not be allowed to return to work or transitional return to work duty assignments unless and until the said medical releases have been executed, and the return to work has been authorized by the employee's medical providers in conjunction with the employer.

- f. All employee injury reports will be logged by the Insurance Specialist. If the employee misses work time or is required to undergo medical evaluation and/or treatment for the employee's work-related injury or illness, the Insurance Specialist shall forward all reports for that employee to the designated Third Party Administrator (TPA). All employees and their supervisors are required to cooperate fully with the County's Insurance Specialist and the TPA in the investigation of all reported injuries.
- g. If the employee receives any medical bills for the treatment of his/her work-related injury or illness, the employee shall send such bills to the Insurance Specialist.
- h. The Insurance Specialist shall serve as the administrator of the County's Workers Compensation Program and shall be responsible for working with employees and the Executive Director to answer any questions about benefits, rights, or obligations pursuant to the County's Workers Compensation Program.

8-16.2 **External Case Management** - Any employee claims for work-related injuries or illnesses which are expected to cause the employee to miss work for more than thirty days, or which require specialized services for the employee not available within the County, will be referred by the Insurance Specialist to a TPA for professional case management, and/or for medical and/or vocational services. The Insurance Specialist shall require the TPA to provide written reports on the employee's progress on a monthly basis.

- a. The employee who has suffered a work-related injury or illness shall be required to participate in the development and implementation of his/her return to work, which shall include:
  - (i) Cooperating with and implementing any recommended treatment, evaluations or therapies from physicians, therapists, and surgeons;
  - (ii) Sharing all information pertinent to the employee's work-related injury or illness with all physicians, therapists, and surgeons;
  - (iii) Signing any and all releases of information necessary for the employer to monitor the employee's progress in returning to work;
  - (iv) Abiding by all recommended medical restrictions while at work, or off work;
  - (v) Requesting assistance for medical or vocational services designed to return the employee to work;
  - (vi) Scheduling and attending medical appointments which will cause the least work disruption, and communicate information

- about medical appointments to the immediate supervisor as soon as such medical appointments are scheduled;
    - (vii) Maintaining regular contact with the Executive Director;
    - (viii) Contacting the immediate supervisor about any accommodations the employee feels are necessary to assist the employee to return to work;
    - (ix) Participating in a functional capacity evaluation as directed by the employer;
    - (x) Complying with all safety rules and regulations of the employer.
- b. The Executive Director shall work with the employee in developing and implementing the employee's return to work after a job-related illness or injury. The immediate supervisor shall:
  - (i) Contact the Insurance Specialist and the Executive Director about any accommodations requested by the employee in the return of the employee to work.
  - (ii) Contact the Insurance Specialist and the Executive Director about any changes in the employee's medical condition.
  - (iii) Contact the Insurance Specialist and the Executive Director if the employee does not cooperate with the requirements of 8-16.2.
- c. The TPA, together with the Executive Director and the Insurance Specialist, will investigate all workers compensation claims and make compensability determinations in accordance with the Illinois Workers Compensation Act. The TPA will determine what benefits are due to the employee and pay such benefits as are required by statute. The Insurance Specialist or the TPA may contact employees to obtain information necessary to process the employee's claim. The TPA shall answer any employee questions concerning the claims process.
- d. If after a comprehensive investigation of a workers compensation claim, it is determined by the TPA, Insurance Specialist, and the Executive Director that an employee has knowingly submitted a fraudulent claim, said employee will be subject to discipline, up to and including discharge.
- e. The Insurance Specialist shall serve as the Administrator of the County's Workers Compensation program. The Insurance Specialist shall provide advice and information to the Executive Director concerning the program, and shall assist in meeting responsibilities pursuant to the program.
- f. The Executive Director or designee shall identify and select a management representative to serve as the coordinator of any and all claims pursuant to the County's Workers Compensation program within that Department.

8-16.3 **County Work Transition Policy (Champaign County Personnel Policies Apply)**– The County shall, when appropriate and available, provide the opportunity for transitional work to any employees suffering from a job-related injury or illness in order to allow the employee to return to work safely

by accommodating the employee's inability to meet all of the demands of the employee's regular work position. Work transition may include the following:

- a. Modification of the current job prioritized as follows:
  - (i) Current job—same work location
  - (ii) Modified job—same work location; modifications of work tasks or job demands which meet the employee's functional capacity; modification of work tasks to be completed by the employee which meets the employee's functional capacity
  - (iii) Current job—different work location
  - (iv) Modified job—different work location; modifications of work tasks or job demands which meet the employee's functional capacity; modifications of work tasks to be completed by the employee which meet the employee's functional capacity
  - (v) Limited special assignments
  - (vi) Participate in rehabilitation programs to allow the employee to work and also participate in services to reduce the impairment, facilitate the employee's medical progress, and prevent long term disability.
  
- b. The length of the work transition period should not exceed thirty work days unless an extension is approved by the Executive Director. An extension may be granted based on the employee's medical needs or inability of the employee to fully perform former job demands, but if extended shall not exceed ninety work days in length. Any extension of the work transition period beyond ninety work days must be approved in advance by the County Administrator.

## **8-17 TRAINING LEAVE**

8-17.1 The Executive Director may approve a leave for employee training on subject matter directly related to the employee's job. The training may consist of a training seminar or conference of two (2) weeks duration or less or a course for college credit of up to three (3) semester hours. The employee attending the training will receive his/her normal salary and reimbursement for expenses incurred, and the Boards will pay the registration fee.

8-17.2 Upon Executive Director recommendation, an absence to attend any training seminar or conference lasting more than two (2) weeks or a course for college credit of more than three (3) semester hours, or the equivalent, shall require the approval of the CCMHB and CCDDDB Presidents.

## **8-18 JOB SHARING**

8-18.1 **Time Period and Approval** -Job-sharing will be allowed for a specific period of time, and will be established and renewed annually upon written request by the Executive Director for approval by the County Administrator. All requests shall be made in writing to the executive director by the employee requesting his/her position be shared and shall include the amount of time the employee proposes to share the position and the time period requested. After executive director approval of the requests, the executive director shall forward the request to the County Administrator.

- 8-18.2 **Compensation** -The shared position will be budgeted as one position in the CCMHB/CCDDB staffing plan, and both employees sharing the position will be paid at the same hourly rate of pay, based on the number of hours worked within the pay period. Combined hours worked and paid for job-sharing positions will not exceed hours for full-time positions.
- 8-18.3 **Health Insurance** -Eligibility for health insurance benefits will be determined by the number of hours worked; therefore, if neither of the employees work thirty (30) hours per week, health insurance benefits will not be provided to either employee.
- 8-18.4 **Accrual of Seniority during Job-Sharing** -A former full-time employee who is approved for job-sharing will accrue seniority with Champaign County during the period of time for job-sharing approved by the County Administrator.
- 8-18.5 **Accrual of Leave during Job-Sharing** -Both employees in a job-sharing position will accrue vacation, sick and personal leave at rates proportionate to hours worked.
- 8-18.6 **Employment at Conclusion of Job-Sharing** -The position which has been shared will be returned to full-time employment at the end of the time period granted for job-sharing, and the position will be filled by the employee who originally held the position. If that employee does not want the full-time position, then the other employee will be offered the position. If neither employee wants to hold the full-time position, then the position will be filled according to CCMHB/CCDDB Personnel Policies.

**8-19 VESSA (VICTIM'S ECONOMIC SECURITY AND SAFETY ACT, P.A. 93-0591) – Champaign County Personnel Policies Apply**

- 8-19.1 In order to ensure the economic security and safety of Champaign County employees, an eligible employee will be granted unpaid leave for situations when the employee has been subject to domestic or sexual violence, or in order to help a family or household member who is a victim of domestic or sexual violence, not caused by the employee. In addition, victims of domestic or sexual violence will be eligible for insurance and protection from employment and insurance discrimination. Eligibility for such protections is dependent upon the employee's ability to perform the essential functions of their position but for being a victim of domestic or sexual violence, and any requested accommodation must not pose an undue hardship on the County's operations.
- 8-19.2 Eligible employees will be granted job-protected unpaid leave to conduct the following activities related to the domestic or sexual violence during work hours:
- a. To seek medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence;
  - b. To obtain services from a victim services organization;
  - c. To obtain psychological or other counseling;

- d. To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee from future domestic or sexual violence or to ensure economic security;
- e. To seek legal assistance or remedies to ensure the health and safety of the employee, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

8-19.3 Employees are entitled to 12 workweeks of VESSA leave during any 12-month period and are entitled to take leave upon at least 48 hours notice (where practicable). VESSA does not create a right for an employee to take unpaid leave that exceeds the unpaid leave allowed under, or in addition to, the Family and Medical Leave Act. Sick, vacation, personal, FMLA leave or compensatory time may be substituted for the unpaid leave provided under this Act.

8-19.4 The Executive Director shall require certification from the employee that VESSA leave is for a qualifying reason. Certification consists of:

- a. A sworn statement of the employee, and
- b. One of the following:
  - (i) Documentation from an employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or other professional form whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of violence;
  - (ii) A police or court record; or
  - (iii) Other corroborating evidence. The Executive Director shall keep such documentation in the strictest of confidence.

8-19.5 An employee who takes such leave is entitled to be restored to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The employee shall retain all benefits accrued prior to the date leave commences (including life and health insurance, sick and vacation leave, educational benefits and pensions) but the employee is not entitled to accrue seniority or additional employment benefits during the leave. The employee is also entitled to continued health insurance during any period of leave on the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the CCMHB/CCDDB can recover the premium the employer paid for health insurance, provided the reasons the employee has not returned do not include the continuation, recurrence, or onset of domestic or sexual violence or other circumstances beyond the employee's control. The CCMHB/CCDDB or County may also require certification of such reasons.

8-19.6 It is unlawful to interfere with an employee's exercise of right under the Act or to discriminate in employment against an individual because:

- a. The individual:
  - (i) Is, or is perceived to be, a victim of domestic or sexual violence;
  - (ii) Has attended, participated in, prepared for, or requested leave to attend, participated in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member was a victim; or
  - (iii) Requested an adjustment to a job, structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure in response to actual or threatened domestic or sexual violence; or
- b. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

## **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 Executive Director.
- 9-1.2 **Authorized Position** - A single job slot authorized by the Executive Director with the approval of the presidents of the CCMHB and the CCDDDB. All authorized positions shall be identified by a specified 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 or increase in an existing position by the Executive Director with approval of the presidents of the CCMHB and the CCDDDB.
- 9-1.5 **Transfer** - The process of hiring or moving a current employee from one authorized position and position description to a new authorized position.
- 9-1.6 **Reclassification/Position Re-Evaluation** - The process of deleting an existing authorized position 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 CCMHB/CCDDDB 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** – The Executive Director of the CCDDDB and CCMHB.
- 9-1.11 **Salary Range** - A salary range is established based on the midpoint, which represents the dollar value the Boards are 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%.
- 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** – Determined by the Executive Director with approval by the presidents of the CCMHB and the CCDDDB.
- 9-1.16 **Job Content Evaluation Points** - Not applicable.

## **9-2 SCHEDULE OF AUTHORIZED POSITIONS & SALARY GRID**

- 9-2.1 The Schedule of Authorized Positions reflects the position title of all permanent positions approved by the Presidents of the CCMHB and CCDDDB. Temporary positions are controlled solely by the CCMHB/CCDDDB line item in the appropriated budget. Recommendations for additions or deletions to the Schedule of Authorized Positions will be made by Presidents with final approval by the full CCDDDB and CCMHB. The Salary Administrator is responsible for maintaining the Schedule of Authorized Positions.
- 9-2.2 The Salary Grid reflects every position title in the CCDDDB/CCMHB personnel system, with the exception positions represented by bargaining units, with a minimum, midpoint, and maximum salary for each position. 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** – To be determined by the Executive Director with oversight and approval of the presidents of the CCMHB and the CCDDDB.
- 9-3.2 **Salary Administration** - Not applicable.
- 9-3.3 **Determination of Beginning Salary For Employment Candidate** - The Executive Director has discretionary authority to determine beginning salary subject to review and approval by the presidents of the CCMHB and the CCDDDB.
- 9-3.4 **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 Executive Director where the job content has increased, resulting in placement at a higher grade range in the salary grade scale. An employee receiving a promotion shall receive up to a 10% increase in salary at the discretion of the Executive Director with approval by the Presidents of the CCMHB and the CCDDDB.
- 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.
- 9-3.9 **New Employee Training Period** - For purposes of training and subject to budgetary restraints, an authorized position may be filled by two Board 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. Market adjustments shall be made bi-annually predicated by salary surveys to review the midpoint valuation of all CCDDDB/CCMHB positions. Authorization of midpoint changes is the purview of the Board Presidents with midpoint changes pursuant to the market to be implemented on January 1 of the ensuing fiscal year.
- 9-4.1 **Merit Adjustments** – Merit adjustments shall be incorporated into the annual CCMHB and CCDDDB budget development process as recommended by the Executive Director.
  - 9-4.2 **New Positions**, Position Descriptions and Salary Ranges will be proposed by the Executive Director with oversight and approval of the CCMHB and CCDDDB Presidents.

- 9-4.5 **Reclassifications/Job Re-Evaluations** - Reclassifications/Job Re-Evaluations may be recommended by the Executive Director with oversight and approval of the CCMHB and CCDDDB Presidents.
- 9-4.6 **Executive Director Salary Adjustments** - Salary adjustments are subject to the terms and conditions of the Employment Agreement between the Board(s) and the Executive Director.

## **CHAPTER 10 – DRUG- AND ALCOHOL-FREE WORKPLACE**

### **10-1 DRUG- AND ALCOHOL-FREE WORKPLACE- Champaign County Personnel Policies Apply.**

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.

10-1.5 **Discipline** – Any employee who violates this policy will be required to enroll in a drug or alcohol counseling rehabilitation or assistance program at the employee’s expense. Any employee who violates this policy for a second time will be discharged.

10-1.6 **Progressive Discipline Not Applicable** – Any other disciplinary methods previously used by the County do not apply to violations of this drug and alcohol policy. Discipline for violations of this drug and alcohol policy shall be governed solely by the policy itself.

10-1.7 **Satisfactory Completion of Program** – Any employee who is required by this policy to satisfactorily participate in a drug or alcohol assistance or rehabilitation program shall furnish his or her Department Head written proof of the satisfactory completion of the program.

10-1.8 **Condition of Employment** – As a condition of employment,

- a. The County requires that all employees acknowledge that they will:
  - (i) Abide by the terms of this policy;
  - (ii) Notify the Department Head of his/her department of any conviction for a violation of a criminal drug statute no later than five days after conviction; and
  - (iii) If convicted of a violation of a criminal drug statute, satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program.
- b. If Champaign County receives notice from an employee of a conviction of a violation of a criminal drug statute, Champaign County will:
  - (i) Take appropriate action against such employee up to and including termination of employment; and/or
  - (ii) Provide employee assistance as stated in subsection 10-1.5 above.

## **CHAPTER 11 – WORKPLACE VIOLENCE POLICY**

### **11-1 WORKPLACE VIOLENCE POLICY – Champaign County Personnel Policies Apply**

The County of Champaign values its employees and citizens and the County Board affirms its commitment to providing workplaces and facilities that minimize the potential for violence. It is the intent of this policy to ensure that everyone associated with Champaign County, including employees and the public, never feel threatened by any form of violence. Champaign County has a zero tolerance policy for violence, whether by or toward employees. “Violence” shall include physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It shall also

include acts, threats, intentions of harm, destruction towards self, others or property, and may be psychological as well as physical, and the perception thereof.

11-1.1 **Disciplinary Action** – If it has been determined that an employee is engaging in any form of violence in the workplace or threatening violence in the workplace, the employee shall be terminated immediately. No talk of or joking about violence will be tolerated. In cases of acts or threats of violence by employees, the County endorses immediate and definitive use of the disciplinary process outlined in this document, resulting in termination of said employees. Criminal prosecution will be pursued as appropriate, as well.

#### 11-1.2 **Responsibility**

- a. The County Administrator’s Office has overall responsibility for maintaining this policy, administering workplace violence prevention measures, and coordinating post-incident activities. The County Administrator’s Office will also identify resources that departments may use in developing their training plans and workplace violence measures.
- b. If elected Department Heads or departments operated under the authority of separate governing boards choose to adopt a different policy, they are expected to provide a copy of it to the County Administrator’s Office.
- c. Managers and supervisors shall make safety one of their highest concerns. When made aware of a real or perceived threat of violence, management shall conduct a thorough investigation, provide support for employees, and take specific actions to help prevent all acts of violence. Management is also responsible for documenting and reporting such incidences to the respective Department Heads.
- d. Employees shall report all acts and/or threats of violence to their supervisors or Department Heads. Employees should learn to recognize and respond to behaviors by potential perpetrators that may indicate a risk of violence.

11-1.3 **Continual Review** – The County Administrator’s Office shall develop a method for receiving and reviewing reports of violence and threats of violence. Information and data from such reports shall be utilized to establish a continual improvement process for reducing the potential for adverse outcomes associated with acts or threats of workplace violence.

## **CHAPTER 12 – ANTI-HARASSMENT POLICY**

### **12-1 ANTI- HARASSMENT – Champaign County Personnel Policies Apply**

12-1.1 It is the policy of Champaign County Government to provide to all officials and employees a work environment free of harassment based upon gender, ethnicity, race, sexual orientation, religious affiliation, age, physical and mental disability, and marital status, as well as sexual harassment. It is the

right of all employees to work in an environment free from harassment and the responsibility of all employees to refrain from harassment. Champaign County prohibits sexual harassment and harassment based upon gender, ethnicity, race, sexual orientation, religious affiliation, age and physical and mental disability of and by its employees. Harassment is inappropriate, offensive, and, in specific cases, may be illegal and will not be tolerated by Champaign County.

Harassment refers to physical or verbal actions that have the purpose or effect of unreasonably interfering with a person's work performance, which create a hostile, intimidating, or offensive environment and which is based on the sexual orientation, race, color, religious belief or practice, national origin, ancestry, gender, age, citizenship status, marital status, or disability of the person that feels harassed or discriminated against. Such actions, intentional or not, can annoy or disturb members of one sex, ethnicity, race, sexual orientation, religion, age, marital status and disability. Examples include but are not limited to:

- a. Unwelcome sexual advances, requests for sexual favors, or physical conduct of a sexual nature;
- b. Any sexual, ethnic, racial, gender or religious-related jokes, comments, insults, cartoons, innuendoes, or personal conduct or mannerisms that could be construed as offensive, intimidating, or hostile as measured from the point of view of a reasonable person of the same protected group;
- c. Demeaning comments or ridicule of an employee based on the employee's status as a member of a protected group;
- d. Repeated unwanted, unwarranted, or unsolicited off-duty telephone calls, contact, or conduct that violates this policy;
- e. Submission to or rejection of such conduct is used as the basis for employment decisions;
- f. Displaying or permitting the display of pictures, drawings, or graffiti that could be considered a violation of this policy.

Champaign County directs all employees and supervisory personnel within Champaign County to ensure that their workplaces are free of harassment. Department Heads and supervisory personnel shall be responsible for supporting training on sexual, ethnic, racial, sexual orientation, religious, age, and disability-related harassment prevention and this harassment policy. Department Heads and supervisory personnel shall post and distribute this policy, encourage employees to report harassment incidents, and assure employees they do not have to endure a hostile or negative work environment. Behavior or acts that employees find offensive or harassing, if not based on protected class as set forth in this Policy, while rude or offensive, are not a violation of this Policy. Employees are advised to present their complaints to their supervisors or personnel identified in the "Complaint Procedure" as set forth in this Chapter.

Any person who knowingly and intentionally makes a false report of harassment or discrimination will be subject to appropriate disciplinary action, up to and including termination. If a report of harassment or discrimination is made in good faith, but is unable to be substantiated, it shall not be deemed a false report.

## **12-2 COMPLAINT PROCEDURE**

- 12-2.1 Employees who wish to register a complaint of sexual harassment (or any form of harassment based on their race, national origin, gender, age, sexual orientation, marital status, religion or disability) may do so through their Department Head or the County Administrator or the Human Resources Generalist.
- 12-2.2 All allegations of harassment will be investigated thoroughly. The facts will determine the response of the County to each allegation. Substantiated acts of harassment will be met with appropriate disciplinary action by the County up to and including termination. All information regarding any specific incident will be kept confidential within the necessary boundaries of the fact-finding process. No reprisal or retaliation against the employee reporting the allegation of harassment will be tolerated.
- 12-2.3 Employees are also informed that complaints of harassment or discrimination may also be reported to the Civil Rights Division of the Department of Justice, the Equal Employment Opportunity Commission (EEOC)/Illinois Department of Human Rights (IDHR), or the Office of General Counsel, Illinois Criminal Justice Information Authority.

## **12-3 RETALIATION AND INTERFERENCE PROHIBITED**

- 12-3.1 The County is committed to maintaining a culture that promotes the prevention, detection, and elimination of any and all forms of harassment. No individual making a report in good faith under this policy shall be subject to any negative employment consequences based upon that report, even if that report is not able to be substantiated. In addition, any witness will be protected from retaliation in accordance with the State officials and Employees Ethics Act (5 ILCS 430/15-10), the Whistleblower Act (740 ILCS 174/15), and the Illinois Human rights Act (775 ILCS 5/6-101).
- 12-3.2 For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or adverse change in the terms or conditions of any municipal employee that is taken in response to a municipal employee's involvement in protected activity pursuant to this policy.

# **CHAPTER 13 – PROHIBITED POLITICAL ACTIVITIES AND GIFT BAN**

## **13-1 PROHIBITED POLITICAL ACTIVITIES – Champaign County Personnel Policies Apply**

- 13-1.1 No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the employer in connection with any prohibited political activity.

13-1.2 At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity:

- a. As part of that officer or employee's duties;
- b. As a condition of employment; or
- c. During any compensated time off (such as holidays, vacation or personal time off.)

13-1.3 No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

13-1.4 Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this policy.

13-1.5 No person either:

- a. In a position that is subject to recognized merit principles of public employment; or
- b. In a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

### **13-2 GIFT BAN – Champaign County Personnel Policies Apply**

13-2.1 Except as permitted by this policy, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this policy.

13-2.2 **Exceptions** - Section 13-2.1 is not applicable to the following:

- a. Opportunities, benefits, and services that are available on the same conditions as for the general public;
- b. Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value;
- c. Any:
  - (i) Contribution that is lawfully made under the Election Code; or

- (ii) Activities associated with a fundraising event in support of a political organization or candidate;
- d. Educational materials and missions;
- e. Travel expenses for a meeting to discuss business;
- f. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée;
- g. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as:
  - (i) The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
  - (ii) Whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
  - (iii) Whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other Department Heads or employees, or their spouses or immediate family members.
- h. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
- i. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
- j. Intra-governmental and inter-governmental gifts. For the purpose of this policy, "intra-governmental gift" means any gift given to an officer

or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer, or employee of another governmental entity.

- k. Bequests, inheritances, and other transfers at death.
- l. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.
- m. Each of the exceptions listed in this section is mutually exclusive and independent of every other.

13-2.3 **Disposition of gifts** - An officer or employee, his or her spouse, or an immediate family member living with the officer or employee, does not violate this Policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

### **13-3 DEFINITIONS**

For purposes of this Section, the following terms shall be given these definitions:

13-3.1 **"Campaign for elective office"** means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-presidential electors, but does not include activities:

- a. Relating to the support or opposition of any executive, legislative, or administrative action;
- b. Relating to collective bargaining; or
- c. That are otherwise in furtherance of the person's official duties.

13-3.2 **"Candidate"** means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election.

13-3.3 **"Collective bargaining"** has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 31513).

13-3.4 **"Compensated time"** means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence.

13-3.5 **"Compensatory time off"** means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess

of the minimum work time required of that employee as a condition of his or her employment.

- 13-3.6 **"Contribution"** has the same meaning as that term is defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).
- 13-3.7 **"Employee"** means a person employed by the Employer, whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.
- 13-3.8 **"Employer"** means the following elected officials of Champaign County: the Auditor, Coroner, County Clerk, Recorder, Sheriff, and Treasurer, with respect to the officers and employees of their respective offices. Employer also means the Champaign County Board with respect to the officers and employees not under the authority of any elected official. This Policy does not apply to the following elected officials or their officers and employees: Judges of the Sixth Judicial Circuit, the Clerk of the Circuit Court, and the State's Attorney.
- 13-3.9 **"Gift"** means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.
- 13-3.10 **"Leave of absence"** means any period during which an employee does not receive:
- a. Compensation for employment,
  - b. Service credit towards pension benefits, and
  - c. Health insurance benefits paid for by the employer.
- 13-3.11 **"Officer"** means a person who holds, by election or appointment, an office created by the Illinois Constitution, Illinois statute or County ordinance, regardless of whether the officer is compensated for service in his or her official capacity.
- 13-3.12 **"Political activity"** means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities:
- a. Relating to the support or opposition of any executive, legislative, or administrative action;
  - b. Relating to collective bargaining; or
  - c. That are otherwise in furtherance of the person's official duties.
- 13-3.13 **"Political organization"** means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard

to those activities that require filing with the State Board of Elections or a county clerk.

13-3.14 **“Prohibited political activity”** means:

- a. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event;
- b. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event;
- c. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution;
- d. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- e. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- f. Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question;
- g. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;
- h. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
- i. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
- j. Preparing or reviewing responses to candidate questionnaires;
- k. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
- l. Campaigning for any elective office or for or against any referendum question.
- m. Managing or working on a campaign for elective office or for against any referendum question;
- n. Serving as a delegate, alternate, or proxy to a political party convention.
- o. Participating in any recount or challenge to the outcome of any election; or
- p. All other political activity on behalf of a candidate for public office, a referendum question, a political campaign, or a political organization.

13-3.15 **“Prohibited source”** means any person or entity who:

- a. Is seeking official action:
  - (i) By an officer or

- (ii) By an employee, or by the officer or another employee directing that employee;
- b. Does business or seeks to do business:
  - (i) With the officer or
  - (ii) With an employee, or with the officer or another employee directing that employee;
- c. Conducts activities regulated:
  - (i) By the officer or
  - (ii) By an employee, or by the officer or another employee directing that employee; or
- d. Has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

**13-4 ENFORCEMENT**

No County employee may use his or her official position of employment to coerce or inhibit others (whether County employees or members of the public) in the free exercise of their political rights, including, without limitation, the right to petition, make public speeches, campaign for or against political candidates, speak out on questions of public policy, distribute political literature, make contributions, or seek public office.

13-4.1 Except as specifically stated herein, no Department Head may make or enforce any rule that in any way inhibits or prohibits any of its employees from exercising any political rights, including, but not limited to, those described in Section 13-5.1.

13-4.2 Nothing in this Section 13-5 shall apply to:

- a. Efforts to enforce Chapter 13 of this Policy, the Champaign County Ethics Ordinance, State law, or any comparable provision of a Collective Bargaining Agreement.
- b. Efforts to limit non-work-related activity on County time, even if such efforts have the incidental effect of limiting political activity on the same basis as other non-work-related activity.

**CHAPTER 14 – GENERAL RULES AND PROCEDURES**

**14-1 LEAVE BENEFITS FOR PERSONS RETURNING TO THE EMPLOY OF THE BOARDS**

Persons returning to the employ of the Boards shall be credited continuous employment for the purposes of determining eligibility for leave benefits as follows:

- a. Persons returning as Board employees within one (1) year of termination shall be credited with eighty percent (80%) of their prior service.

- b. Persons returning as Board employees within fifty (50) months after termination shall be credited with fifty percent (50%) of their prior service.
- c. Persons returning as Board employees more than fifty (50) months after termination shall receive no credit for prior service.

#### **14-2 REPORTING UNSAFE WORKING CONDITIONS**

Employees who become aware of unsafe working conditions must report those conditions to the Executive Director, County Administrator or the Director of the Physical Plant.

#### **14-3 REGISTRATION OF A DOMESTIC PARTNERSHIP (Champaign County Personnel Policies Apply)**

Registration of a domestic partnership will be required for coverage under the group health, dental, vision and dependent life insurance.

14-3.1 An employee who wishes to register a domestic partnership needs to contact the Insurance Specialist for information and the registration form. Upon receipt of a properly completed form, the county will consider the Partnership registered as of the date of the signature on the form.

14-3.2 Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.

14-3.3 Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.

14-3.4 Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses and their enrolled dependents receive for group continuation health coverage through COBRA and/or individual conversion.

14-3.5 An employee may terminate a domestic partnership by notifying the Insurance Specialist in writing of the termination of the domestic partnership within thirty days of its termination. (The same guideline exists for married couples that divorce.) The employee must then wait six months from the date of the notice before registering another domestic partnership, except in either of the following cases:

- a. The employee is registering the same domestic partnership within thirty days notification of the termination of that domestic partnership, or
- b. The employee's former domestic partnership was dissolved through the death of the employee's domestic partner.

14-3.6 The tax consequences of a domestic partnership are the responsibility of the employee, not the County. Under the Internal Revenue Code, an employee is not taxed on the value of benefits provided by an employer to an employee's spouse or dependent. However, the IRS has ruled that a domestic partner does not qualify as a spouse.

The value of benefits provided to an employee's domestic partner (and the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code. This company (the County) will treat the value of the benefits provided to the employee's domestic partner (and the domestic partner's eligible children, if any) as part of the employee's income and will withhold the taxes on the value of those benefits from employee's paychecks. If the employee's domestic partner qualifies as a dependent under Section 125 of the Internal Revenue Code, the employee may file the proper documentation with the IRS and seek a refund for taxes withheld.

Some courts have recognized non-marriage relationships as the equivalent of marriage for the purpose of establishing and dividing community property. A declaration of common welfare, such as the registration of a domestic partnership, may therefore have legal implications.

Questions regarding this policy should be directed to the Insurance Specialist.

#### **14-4 SUGGESTIONS**

Employees who have suggestions for the improvement of the administration of the CCMHB and the CCDDDB are encouraged to submit new and original ideas to the Executive Director. In all cases, the Executive Director should notify the employee in writing of the disposition of the suggestions; and a copy shall be sent for retention in the individual's personnel file.

## **CHAPTER 15 – ADMINISTRATION**

### **15-1 ADMINISTRATION**

15-1.1 The Executive Director, in collaboration with the presidents of the CCMHB and the CCDDDB, shall be responsible for enforcement of the personnel policies, unless the provision explicitly cites Champaign County Personnel Policies. In these situations, the County Administrator, the Policy, Personnel, & Appointments Committee, and the Executive Director shall be responsible for the enforcement of the Personnel Policies.

15-1.4 For all circumstances when Champaign County Personnel Policies apply, Personnel, & Appointments Committee may issue opinions construing the provisions of these Policies. A written opinion shall be prepared detailing the facts and circumstances surrounding the question, the issue presented to the Committee, the decision of the Committee and the reasoning upon which the decision is based. These opinions shall be numbered and/or dated, and a copy of each opinion shall be maintained by the County Administrator for future reference.

**15-2 REVISION TO POLICIES** THIS POLICY MAY BE REVISED AT ANY TIME WITH THE APPROVAL OF THE CHAMPAIGN COUNTY MENTAL HEALTH BOARD AND THE CHAMPAIGN COUNTY DEVELOPMENTAL DISABILITIES BOARD.

**EXHIBIT A – INTER-GOVERNMENTAL AGREEMENT  
BETWEEN THE CCDDDB AND THE CCMHB  
INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 16<sup>th</sup> day of March, 2016 by and between the **Champaign County Mental Health Board** (hereinafter the “Mental Health Board”) and the **Champaign County Board for the Care and Treatment of Persons with a Developmental Disability** (hereinafter the “Developmental Disabilities Board”). The parties hereby enter into this INTERGOVERNMENTAL AGREEMENT to delineate respective roles, responsibilities, and financial obligations associated with the shared administrative structure that shall be responsible for the staffing and operation of the Mental Health Board and the Developmental Disabilities Board. Both parties understand and agree as follows:

**WITNESSETH**

WHEREAS, the Mental Health Board has a statutory responsibility (Illinois Community Mental Health Act, 405 ILCS 20 / Section 0.1 et.seq.) to plan, fund, monitor, and evaluate mental health, substance abuse, and developmental disability services in Champaign County;

WHEREAS, the Developmental Disabilities Board has a statutory authority (County Care for Persons with Developmental Disabilities Act, 55 ILCS 105 / Section 0.01 et. seq.) to fund services and facilities for the care and treatment of persons with a developmental disability;

WHEREAS, the Mental Health Board and Developmental Disabilities Board have overlapping responsibilities pertaining to planning, funding, monitoring, and evaluating developmental disability programs and services in Champaign County;

WHEREAS, the members of the Mental Health Board and the Developmental Disabilities Board are appointed by the Chair of the Champaign County Board with consent of the Champaign County Board and as such have committed to share the same administrative structure to maximize the funding available for direct mental health and developmental disabilities programs and services;

WHEREAS, the Parties agree sharing an administrative structure will reduce administrative costs, maximize available funding for direct services, and assure an integrated planning process for developmental disabilities and behavioral health programs and services;

NOW, THEREFORE, it is the agreement of the parties that this INTERGOVERNMENTAL AGREEMENT is entered into in order to assure an efficient, ongoing, cooperative effort that will benefit people with disabilities in Champaign County.

**The Parties Agree to the Following Arrangements for a Shared Executive Director and Joint Programs:**

1. The chief administrative employee shall serve in a dual (i.e., shared) capacity as Executive Director of the Mental Health Board as well as Executive Director of the Developmental Disabilities Board.
2. The terms and conditions of the Executive Director's employment shall be delineated in an employment contract with both the Developmental Disabilities Board and the Mental Health Board as Parties to the agreement.
3. Each Board shall complete a separate annual performance evaluation of the Executive Director. If either Board rates the Executive Director as "less than satisfactory," a Joint Personnel Committee comprising two (2) officers of the Mental Health Board and two (2) officers of the Developmental Disabilities Board shall be convened to assess the situation and formulate recommendations. A recommendation of termination by the Joint Personnel Committee, or any other action proposed, shall require ratification by each Board by majority vote. The Joint Personnel Committee shall have no other function.

An annual performance review conference with the Executive Director shall be convened by the Presidents of the two Boards. This conference shall be used to provide feedback about performance and discuss goals and objectives for the coming year.

4. Process for selection of a new shared Executive Director: At such time as it becomes necessary to fill the shared position of Executive Director for the Mental Health Board and the Developmental Disabilities Board, the search and decision process shall include the following steps and processes.
  - a. The Mental Health Board and the Developmental Disabilities Board shall develop and agree upon selection criteria and job description for the shared Executive Director position. If necessary, a separate document delineating the search process shall be developed and agreed upon by each Board.
  - b. The Presidents of the two Boards, with the advice and consent of the two Boards, shall appoint a Search Committee to manage the search and selection process for the shared Executive Director using the job description and selection criteria.
  - c. The Search Committee shall report, in advance, a general schedule for the search process, any advertising content to be used, shall request budget support for the search process, and shall keep the two Boards informed about activities and progress associated with the search with regular reports at each Board meeting during the search schedule.
  - d. Ultimately, finalists for the shared Executive Director position will be determined by majority vote of the Search Committee and forwarded to the two Boards.
  - e. If within 45 days of the planned time of completion of the search, from the schedule in part (c) above, the Search Committee is unable to come to a decision about finalists, then the two Boards may elect to extend the search time to a specific later date or to start the search again from the beginning. If the two Boards do not so elect, this shall be considered to imply that a shared

Executive Director is no longer viable and the process of termination or amendment of this agreement shall commence.

- f. The Executive Director shall be chosen from among the final candidates by majority vote of each Board. If the two Boards do not reach mutual agreement, then the two Boards may elect to start the search again from the beginning. If the two Boards do not so elect, this shall be considered to imply that a shared Executive Director is no longer viable and the process of termination or amendment of this agreement shall commence.

**The Parties Agree to the Following Financial Commitments:**

5. There shall be ongoing communication between the Mental Health Board and the Developmental Disabilities Board. On at least a quarterly basis, the shared Executive Director shall meet with the Presidents of the Mental Health Board and the Developmental Disabilities Board to review the status of the provision of administrative services, to discuss coordination of funding for developmental disabilities services, to coordinate regarding joint projects and activities, and to address any other items pertinent to the operations of either Board. The Presidents shall report on the discussion and any actions taken at regular meetings of each Board.
6. The Mental Health Board shall provide funding for developmental disabilities services using the FY12 amount of \$529,852 as a base with annual increases or decreases predicated on the percentage of increase or decrease in the levy fund in subsequent years.
7. The organization of Champaign County Government makes it cumbersome for administrative costs to be paid by both the Mental Health Board and the Developmental Disabilities Board. To simplify matters, all administrative costs shall be paid through the Mental Health Board fund/account. The Developmental Disabilities Board will transfer their share of administrative costs to the Mental Health Board for this purpose.
8. The split for administrative costs on the date of execution of this agreement is 42.15% for the Developmental Disabilities Board share with the remainder paid by the Mental Health Board. This percentage is based on a time study of staff effort to determine the salary cost split between the Boards. Subsequent appropriate cost sharing adjustments, based on time studies, pro rata allocation, or other mutually agreed approach shall be determined through the regular meetings between the Presidents of the Mental Health Board and the Developmental Disabilities Board with the advice and consent of the two Boards.
9. In preparation for the annual budget process, the CCMHB and CCDDDB Board Presidents shall review the proposed administrative costs of the Mental Health Board budget to assure the share in paragraph (8) above is applied only to expenditures which are common for both boards. Administrative costs which are specific to the Mental Health Board or to the Developmental Disabilities Board shall be excluded from (i.e., backed out of) the shared cost pool.
10. All current and future "jointly sponsored programs and activities" shall be shared equally between the Boards unless each Board agrees to some other allocation. These

include, but are not limited to, various Acceptance, Inclusion, and Respect programs intended to address discrimination, violations of civil rights, and other stigma directed to people with disabilities.

**Miscellaneous Provisions:**

11. Nothing contained herein serves to limit, alter, or amend either party's duties, rights, or responsibilities as set out in applicable State statutes, laws, or regulations.
12. This agreement can be amended at any time based on needs identified at the quarterly Presidents Meeting or by either of the two Boards.
13. This agreement may be terminated by first providing notification of intent to terminate the agreement at the President's Meeting, followed by majority vote of either Board, or in the event of disagreement about candidates for the Executive Director position as described in Paragraph 4 above. In the event of a decision to terminate the Intergovernmental Agreement, full implementation of the termination and separation shall be coordinated and concurrent with the Champaign County Budget and fiscal year (January 1).

**Governing Law:**

14. This Agreement shall be interpreted, construed, and governed by the laws of the State of Illinois.

**Entirety of Agreement:**

15. This Agreement embodies all representations, obligations, agreements, and conditions in relation to the subject matters hereof, and no representations, obligations, understandings, or agreements, oral or otherwise, in relation thereto exist between the parties except as expressly set forth herein and incorporated herein by reference. This Agreement constitutes the entire agreement between the Mental Health Board and the Developmental Disabilities Board on the subject matters hereof and supersedes and replaces any and all other understandings, obligations, representations, and agreements, whether written or oral, express or implied, between or by the Mental Health Board and the Developmental Disabilities Board. This Agreement may be amended or terminated only by an instrument in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have caused this INTERGOVERNMENTAL AGREEMENT to be executed by their authorized representatives on the 16th day of March, 2016.

**For the Champaign County Board for the Care and Treatment of Persons with a Developmental Disability:**

Philip T. Krein, President



March 16, 2016

**For the Champaign County Mental Health Board**

Deborah Townsend, President

**ADDENDUM TO INTERGOVERNMENTAL AGREEMENT**

This Addendum to Intergovernmental Agreement is entered into this 17th day of September, 2014, by and between the Champaign County Mental Health Board (“MHB”) and the Champaign County Board for the Care and Treatment of Persons with a Developmental Disability (“DDB”).

Whereas, MHB and DDB entered into an Intergovernmental Agreement dated June 30, 2012 (“Agreement”).

Whereas, MHB and DDB desire to amend the Agreement by providing for the sharing of costs related to the acquisition of residences to be used to provide Community Integrated Living Arrangement Services (“CILA”).

Now, therefore, MHB and DDB hereby agree as follows:

1. MHB shall acquire residences in Champaign County to be leased to a CILA provider to provide housing to residents in Champaign County that qualify for CILA services.
2. MHB shall acquire such residences with financing provided by one or more local banks.
3. MHB and DDB agree that for so long as a residence is owned by MHB and used to provide CILA services to residents of Champaign County, each party shall be responsible for one-half of all costs associated with the acquisition of such residences, the debt payments associated with such residences, the maintenance costs of such residences and the costs associated with any disposition of a residence.
4. MHB and DDB agree that once a residence is no longer to be used to provide CILA services, MHB shall enter into a listing agreement with a realtor in an attempt to sell such residence. The parties agree that the proceeds, net of all selling expenses, from the sale of such residence shall be distributed equally to MHB and DDB.

In witness whereof, the parties have executed this Addendum as of the date first written above.

For the Champaign County Board for the Care and Treatment of Persons with a Developmental Disability

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For the Champaign County Mental Health Board

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