

**RESOLUTION 2006 - \_\_\_\_\_**

WHEREAS, the voters of the City of Springfield, in a referendum held for that purpose, have approved a proposition submitted to them to abolish the City Department of Public Health, and allow the functions of that Department to be assumed by Sangamon County, and

WHEREAS, the County Board of Sangamon County has represented to the employees of the City Department of Public Health, who are members of a collective bargaining unit represented by the American Federation of State, County, and Municipal Employees, (AFSCME) that they will be employed by the County Department of Public Health, and that the County will take the steps necessary to continue that representation for them, and will honor the terms of the labor agreement that applies to their employment, and

WHEREAS, the County Board, by and through its Collective Bargaining Committee, and the Public Health Board of Sangamon County, have been engaged in discussions and negotiations with AFSCME, regarding the manner in which a variety of issues will be addressed when the employees of the City Department of Public Health become employees of the County Department of Public Health, and whereas the agreements in that regard will be memorialized in an agreement between the County, the Board of Health, and AFSCME, and

Whereas, the agreements by and between the County, the Board of Health, and AFSCME, will include the following:

1. **Voluntary Recognition:** The parties will jointly file a petition for voluntary recognition naming AFSCME as the exclusive bargaining representative of those City Health Department employees that AFSCME now represents (referred to as City employees herein unless specified otherwise) once they become employees of the Municipal Division of the Sangamon County Department of Public Health (SCDPH), and make all reasonable efforts to achieve such voluntary recognition.
2. **Protection of the Right to Union Representation:** The SCDPH will operate the merged public health department with two divisions, a "Municipal Division" in which the City employees will work and a "County Division", in order to protect the City employees' right to continue to be represented by AFSCME and to protect the SCDPH employees' right to continue as a non-union workforce.
3. **Composition of the Municipal Division Bargaining Unit:** The Municipal Division will be composed of two (2) bargaining units subject to a single contract (referred to as the Municipal Division bargaining unit herein unless otherwise specified). One unit will be comprised of the professional employees, and the other unit will be comprised of the non-professional employees. This will reflect the bargaining unit composition currently at the SPHD and the preference of the labor laws not to mix professional and non-professional workers in the same bargaining unit.
4. **Residency Requirements:** Any City employee, who lives outside of Sangamon County as of the date of this agreement, will be exempt from the requirement that all SCDPH employees live within Sangamon County within six months from being employed by the County.

5. **Collective Bargaining Agreement:** Sangamon County and the City employees will be subject to the terms of the current collective bargaining agreement between the City employees and the SPHD, for the remainder of the term of the agreement. The parties will impact bargain where compliance with a particular term of the bargaining agreement is impossible or unduly burdensome on the operation of the SCDPH. At the expiration of the agreement, the parties will negotiate the terms of a successor agreement in accordance with the laws of Illinois.
6. **Benefit Time Carryover:** The City employees will carry over any accrued and unused benefit time from their employment with the SPHD. All City employees' benefit time will continue to accrue, and be available for use, in accordance with the collective bargaining agreement during the term of the agreement.
7. **Holidays:** The City employees' collective bargaining agreement recognizes 12 holidays. Sangamon County also recognizes 12 holidays. But 2 of days recognized by the agreement do not match 2 of the county's holidays, and vice versa. Therefore, the City employees will have to choose to take either the holidays listed in their collective bargaining agreement or the holidays provided by the county. If the City employees choose to take their holidays as listed in their bargaining agreement, the SCDPH will keep the Municipal Division open as a regular day of work on the two holidays that the county provides that do not match the City employees' holidays.
8. **Health Insurance Premiums:** Sangamon County will make a one-time increase in the base salary of each City employee in the amount of the cost to each City employee of the County's insurance coverage minus the amount of the cost to each City employee of the cost of his or her City insurance coverage.
9. **Health Insurance Coverage for Pre-existing Conditions:** In compliance with all applicable statutes, the City employees who are insured under the City's Health Insurance program at the time of this agreement will be insured against pre-existing medical conditions under the terms of the County Health Insurance program.
10. **Seniority Rights:** The City employees will carry all seniority over to their employment with the SCDPH. Seniority for City employees will be applied within the Municipal Division bargaining unit only. Determinations based on seniority will be made as required by the collective bargaining agreement. Seniority will not be applied as between the County and Municipal Divisions.
11. **Layoffs and Recalls:** The need for layoffs and recalls in the County and Municipal Divisions will be determined based upon the individual needs and work load of each division, and each division may layoff and recall only from their own divisions. City employee layoffs will start with the least senior employee in the job classification at issue and continue in ascending order until the need for layoffs is met. City employee recalls will start with the most senior laid-off employee in the job classification at issue and continue in descending order until the need for recalls is met. If a division determines there is a need to recall, and that division has no employees in the job classification at issue that are laid off from which to recall or hire, the position for recall or hire will be

offered starting with the most senior laid-off employee for the job classification at issue in the other division, and continue in descending order until the position has been accepted. No employee in such a circumstance is obligated to accept such an offer. If no employee accepts such an offer, or if no applicable employees are available for such an offer, a new hire will be sought from outside the SCDPH. If an employee accepts such an offer, that employee will carry over his or her seniority. If an employee transfers to the other division, that employee will assume the union status that applies to the position that he or she was transferred into.

**12. Union Security:** Whether considering the layoff or recall of workers in the Municipal Division, or the filling of vacancies, or the distribution or assignment of work, the County will not engage in any conduct designed to adversely affect or erode the bargaining unit, and will base its decisions solely upon the operational needs of the Department and the effective delivery of public health services.

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the County Board of Sangamon County is hereby authorized to sign the agreement by and between the County, the County Board of Health, and AFSCME, to give affect to the terms hereinbefore set forth.

Passed and effective this 1st day  
of February, 2006.



Andy Van Meter, Chairman