

# ILLINOIS FOP LABOR COUNCIL

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and

## COUNTY OF VERMILION / VERMILION COUNTY SHERIFF

Deputy Unit

December 1, 2010 – November 30, 2013

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the Vermilion County Board and the Vermilion County Sheriff's Department of the State of Illinois (herein referred to as the "EMPLOYER") and the Illinois F.O.P. Labor Council on behalf of and with Vermilion County F.O.P. Lodge #51, Sheriff's Deputies bargaining unit, (herein referred to as the "Labor Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Labor Council to work together to provide and maintain satisfactory terms and conditions of employment and to prevent, as well as to adjust, misunderstandings and grievances relating to employees' wages, hours, and working conditions.

In consideration of mutual promises, covenants, and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 2 - RECOGNITION**

**Section 02.01** In accordance with the Certification of the Illinois State Labor Relations Board in Case Number S-RC-182, incorporated by reference herein, the EMPLOYER recognizes the Labor Council as the exclusive representative of all the employees in the bargaining unit set forth below, for purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment.

Included are all sworn deputies below the rank of Sergeant.

Excluded are the Sheriff, supervisors, managerial, confidential, short-term, and all other employees.

## **ARTICLE 3 - LABOR COUNCIL DUES CHECK-OFF and FAIR SHARE**

**Section 03.01** The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so, the amount certified by the Labor Council to be the amount required for payment of monthly membership dues and uniform initiation fees and remit the sums deducted to the Labor Council within twenty (20) working days after the deductions are made.

**Section 03.02** As set forth herein, an officer who is not a member of the Labor Council may be required to pay a fair share (not to exceed the amount of Labor Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly

required of members. All officers who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, be required to pay a fair share as defined above. Any Labor Council member who resigns his/her membership in the Labor Council shall also be subject to fair share. Any officer holding an excluded position described in Article 1 of this Agreement who is transferred from his/her excluded position to a position included in the bargaining unit shall also be subject these fair share provisions.

**Section 03.03** The Employer shall with respect to any officer in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the officer, the fair share financial obligation including any retroactive amount due and owing, and shall forward said amount to the Labor Council within twenty (20) working days after the deductions are made, subject only to the following:

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

#### **ARTICLE 4 - NO STRIKE/NO LOCKOUTS**

**Section 04.01** There shall be no strikes, slowdowns, stoppages of work or interference in any form with work or operations for any reason, cause, or purpose during the term of this Agreement. The Labor Council also expressly waives, for the term of this Agreement, any right to strike over matters which are not subject to the grievance and/or arbitration procedures of this Agreement, including any sympathy strikes.

**Section 04.02** Any employee who engages in any strike, slowdown, stoppage of work, or interference with operations, including any wildcat or sympathy strike, or refuses in the course of his employment to cross any picket line, during the term of this Agreement shall be subject to immediate discharge and shall have no recourse under this Agreement. Stewards, Committeemen, and all employees who hold any office or position with the Labor Council occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other employees and to encourage employees violating this provision to cease such violation.

**Section 04.03** There shall be no lockout of the employees by the Employer during the term of this Agreement.

## **ARTICLE 5 - RIGHTS RESERVED BY THE EMPLOYER**

**Section 05.01** Except as limited by the express language of this Agreement, the Employer retains and reserves the sole and exclusive rights to manage and to control its properties and its operations; and to manage its' business affairs, to direct its' employees, including the exclusive rights to hire, to assign, to transfer, to promote, to demote, to layoff, to recall, to evaluate performance, to determine qualifications, to discipline, to discharge for just cause, to make and enforce rules and regulations, to establish and to effectuate policies and procedures, to set standards of performance, to determine the number of employees, the duties to be performed, and the hours and locations of work; to establish, change, or abolish positions, to discontinue any function; to sub-contract; to create any new service or function; to make any technological changes; to install or remove any equipment, regardless of whether any such action causes reductions or transfers in the work force, or whether such action requires an assignment of additional, or fewer, or different duties, or causes the elimination or addition of positions; to either temporarily or permanently close all or any portion of its' facilities and/or to relocate such facilities or any operations, provided that nothing herein shall limit the Labor Council's access to the Grievance and Arbitration procedures set forth below.

**Section 05.02** The rights expressly reserved by this Article 5 are merely illustrations of and are not inclusive of all the rights retained by the Employer. Rights reserved by management may not be exercised in a manner which conflicts directly with other express and explicit provisions of this Agreement.

**Section 05.03** The rights set forth above, and any and all rights, powers, authorities, and prerogatives the Employer had before entering into this Agreement are retained and reserved by the Employer unless expressly and explicitly waived herein.

**Section 05.04** The Employer reserves the right to assign to or to allow Statutory Supervisory employees of the Employer to perform any work for the Employer for purposes of training, quality control, and security, to an extent that is generally consistent with past practices, provided, however, that no regular employees shall be deprived of their employment as a result of Supervisors working.

**Section 05.05** Copies of written Work Rules and Regulations including Sheriff's Department Rules, Regulations and Policies with which employees are expected to comply shall be given to employees. New, or changed, Rules, Regulations, and Policies will also be posted for at least ten (10) days.

## **ARTICLE 6 - WORKDAY, WORKWEEK, AND OVERTIME**

**Section 06.01** The normal work schedule for Investigators shall consist of five consecutive days followed by two days off. Patrol assignments working five consecutive days followed by two days off shall be bid by seniority.

**Section 06.02** The normal work schedule for Patrol Officers shall consist of six work days and three days off.

**Section 06.03** The normal work schedule for officers may be changed to accommodate manpower situations but will follow a monthly schedule posted with at least one week's notice, except in emergencies. When emergency schedule changes are required, as much notice as possible will be provided, but the least senior qualified and available employee will be required to accept the change.

**Section 06.04** For employees on a five day workweek schedule, hours worked in excess of forty in a workweek shall be compensated at time and one-half. Employees on a six workday/three days off schedule are each assigned a twenty seven day period. Hours in excess of 160 during the 27 day period are compensated at time and one-half. Compensatory time off may be granted in satisfaction of overtime hours worked.

**Section 06.05** If an employee is authorized to work overtime, he shall be compensated at the appropriate rate in the present form of compensatory time off or overtime pay. Court time shall be compensated in the form of overtime pay.

The maximum compensatory time that an employee may accumulate is sixty (60) hours. Any hours accumulated in excess of sixty (60) hours may be converted to banked personal days. Compensatory time can only be converted to banked personal days in 8-hour blocks. Employees must make their election to convert compensatory time to banked personal time in writing. Members of specialized units who, as of the effective date of this Agreement, receive compensatory time in lieu of overtime shall continue to do so. Compensatory time earned as a result of work performed by a specialized unit shall not be counted towards the sixty (60) hour maximum.

**Section 06.06** Officers required to attend court on off-duty time shall receive a minimum of two (2) hours pay per appearance at the appropriate rate, or the actual time spent (including travel time to and from the officer's home as long as it is a direct route), whichever is greater.

**Section 06.07** Officers who are otherwise off-duty, and who are required to report to work, for any reason, shall receive overtime compensation at time and one half their regular hourly rate of pay for a minimum of two hours, or all hours worked, whichever is greater, provided that the time worked does not continuously precede or follow an officer's regularly scheduled shift.

**Section 06.08 Callback/Overtime.** Callback and overtime assignments will be administered in the following manner:

1. in the event callback or overtime is required and the Sheriff is aware of the requirement more than one (1) hour in advance, a Labor Council steward or a person designated by the Labor Council, will be asked to find the necessary personnel in accordance with the callback and overtime policy in this Section. The Labor Council steward or designee will be paid at his normal rate of pay for performing this duty.
2. The Labor Council agrees that its Stewards and designees will be responsible for the fair and uniform application of the policy. No error or omission in the administration of the callback and overtime policy shall be grievable under this Agreement. The Labor Council agrees to name a sufficient number of Stewards and designees, so that a person is available on each shift to administer the callback and overtime policy.
3. If the Labor Council Steward or designee is unable to find a person or persons necessary for callback or overtime within one hour of the beginning of the shift, the Sheriff shall have the authority to order persons to report for duty or remain on duty to fill the callback and overtime positions. In the case of holdovers, the provisions of Article 6.03 shall apply.
4. The callback and overtime policy in this Section shall not alter in any respect the duty of a deputy to remain on duty until relieved, to stay on duty at the end of a shift when so ordered, to perform duties assigned and complete them regardless of whether completion of those duties will require work beyond the Deputy's normal shift, and to report for duty when ordered in the event of an emergency declared by the Sheriff, in accordance with the practices, work rules, and policies established by the Sheriff, except as specifically modified herein.
5. If the Sheriff needs to order a person to come in to fill available overtime, the Sheriff will order the least senior person available to report.
6. When it is necessary to change an employee's regular shift to accommodate manning requirements, the least senior on the shift will be moved.
7. The callback and overtime policy will not apply to prisoner transport, lake patrol, and specialized units, except that in the case of prisoner transports which are known to the Employer at least twenty-four (24) hours in advance and overtime has been authorized, the overtime callback list shall be used.
8. The Sheriff may review the Labor Council's administration of the callback and overtime procedure to ensure it is operating in a fair and uniform manner. In the event the Sheriff raises concerns over the Labor Council's administration of the callback and overtime procedure, the parties will meet to discuss alternative applications.

## ARTICLE 7 - SENIORITY

**Section 07.01** Seniority shall mean length of continuous employment in the bargaining unit. Rights based upon seniority shall prevail within classification.

**Section 07.02** New employees, and those re-hired after a break in service shall undergo a probationary period of twelve (12) months during which such employees are subject to termination without rights or recourse under this Agreement.

**Section 07.03** Upon completion of his probationary period or any extension thereof, an employee's seniority date shall revert to the date of his employment.

**Section 07.04** The Employer shall annually post a seniority list. Employees shall have twelve (12) work days after the first posting of the first list containing their name, to object to their seniority standing, or the date will be considered forever to be correct and binding upon the employees and the Labor Council.

**Section 07.05** For the purpose of any notice required herein, each employee shall be responsible for having his current address and telephone number on file with the Employer.

**Section 07.06** An employee shall forfeit his seniority and his status as an employee:

- a) If he quits, is discharged, is otherwise terminated, or retires; or,
- b) If he performs no work for the Employer for a period of twelve (12) months, or a period equal to his seniority, whichever is shorter, excluding any period of leave of absence or any period of absence because of an injury or illness arising from his employment with the Employer and covered by the Worker's Compensation Act, in accordance with such Act; or,
- c) If he fails to report for work within ten (10) calendar days after notice of recall is mailed to his address of record, pursuant to Section 07.07, below; or,
- d) If he fails to return to work at the end of a leave of absence or vacation.

**Section 07.07** In the event that it becomes necessary to lay off employees for any reason, they shall be laid off in the inverse order of their seniority, after temporary and probationary employees, by Classification within the bargaining unit. In the event of recall, employees shall be recalled in accordance with the reverse of the same procedure. No new employees shall be hired into a Classification until all employees on layoff from such Classification desiring to return to work have been offered recall to such Classification. Recall rights shall be retained for a period of twenty four (24) months.

Employees to be recalled will be sent a notice of recall by Registered Mail, Return Receipt Requested, to their address of record, unless personally contacted.

**Section 07.08** Employees who are temporarily transferred to jobs within their Departments, which are not covered by this Agreement, shall not forfeit their seniority.

**Section 07.09** Sub-contracting of any bargaining unit work shall not have the effect of displacing bargaining unit employees.

**Section 07.10** Employees who are displaced by the elimination of jobs shall be permitted to exercise their seniority preference for any position for which they are qualified within their classification.

**Section 07.11** Employees who are temporarily transferred for periods greater than two weeks to another position within the bargaining unit will be paid at the rate for such position or their regular rate, whichever is higher.

**Section 07.12** In accordance with past practices and to the extent practical, seniority shall be considered in shift assignments.

**Section 07.13** Vacation selection and scheduling shall be in accordance with the current practices of the parties.

#### **ARTICLE 8 - USE OF THE MASCULINE**

**Section 08.01** Words appearing in the masculine gender refer as well to the feminine gender unless the context of the word requires otherwise.

#### **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 09.01** The term "grievance", for the purpose of this Agreement, means any difference between the Employer and the Employees or between the Labor Council and the Employer concerning an alleged violation by the Employer of the express provisions of this Agreement.

**Section 09.02** If a grievance arises, it shall be handled in the following manner:

- a) Any employee having a grievance shall first discuss the matter with his immediate supervisor. If it is not settled promptly, the employee may grieve as follows:
- b) The grievant or his representative must set forth in writing the facts involved and the specific provision(s) of the Agreement alleged to be violated within ten (10) calendar days after the event giving rise to the grievance. The written grievance shall be signed by the employee and/or his representative, and shall be submitted to an official to be designated by the Employer. Within ten (10) calendar days after receipt of the grievance, the Employer's representative shall answer the grievance in writing.

- c) If said Answer is not acceptable to the Labor Council, the grievance will be submitted to arbitration if either party submits written notice of intent to arbitrate the grievance by certified mail within fifteen (15) calendar days after the date of the Employer's Answer.
- d) Failure of either party to comply with the time limits specified herein shall be construed to be an abandonment of the position taken on the grievance by the party failing to comply with said time limits. The time limits set forth in this Article may be extended only and without, exception by written mutual agreement between the parties.

**Section 09.03** Except as specified elsewhere herein, Labor Council business shall be handled by Stewards, Committeemen, or other Labor Council members only while off duty, unless mutually agreed otherwise.

**Section 09.04** If a grievance is to be submitted to Arbitration, the Arbitrator shall be selected by agreement between the Employer and the Labor Council. Only grievances alleging violations of express provisions of this Agreement may be submitted to Arbitration.

**Section 09.05** The Arbitrator shall have no power to add to or to subtract from, to ignore, or to alter or modify any of the express terms of this Agreement, or to imply any term or provision. Within the foregoing limitations, the decision of the Arbitrator on the grievance submitted shall be final and binding. Only the employee filing a grievance will be entitled to receive any monetary award.

**Section 09.06** Each Party will pay its own participants and its own witnesses. The Parties will share equally only the fee and expenses of the Arbitrator and the cost, if any, of the hearing room and reporter.

**Section 09.07** When the Parties fail to agree upon an arbitrator within ten (10) calendar days after agreement to arbitrate, the Labor Council or the Parties, jointly, shall promptly request a list of seven (7) names from the Federal Mediation and Conciliation Service. Either Party may reject the first, and request a second list of seven (7) more names, after prompt notice to the other Party. Each Party shall alternately strike names, the moving Party striking first, from the list employed by the Parties until one (1) name remains, which shall be the Arbitrator selected.

## **ARTICLE 10 - PERSONAL LEAVE**

**Section 10.01** Upon the effective date of this Agreement, any rights to personal days which were held by employees immediately prior to this Agreement shall be retained.

**Section 10.02** All regular full-time employees who have completed one (1) year of continuous service shall receive personal days off with pay in accordance with the following procedures:

Employees hired prior to December 1, of any year will receive ten (10) days each year starting December 1. These ten (10) days are given in advance with the trust that an employee will complete a full year's employment with the Employer.

Employees hired after December 1 will be entitled to personal day credit starting the month they were hired according to the following schedule:

| <u>Month of Hire</u> | <u>Number of Personal Days</u> |
|----------------------|--------------------------------|
| December             | 10                             |
| January              | 09                             |
| February             | 08                             |
| March                | 07                             |
| April                | 06                             |
| May                  | 05                             |
| June                 | 04                             |
| July                 | 03                             |
| August               | 02                             |
| September            | 01                             |
| October              | 00                             |
| November             | 00                             |

Employees hired in October and November will be entitled to ten (10) personal days starting December 1.

Employees who leave employment will be entitled to personal days accrued from December 1 or date of hire, whichever comes first:

| <u>Month of Service</u> | <u>Number of Personal Days Accrued</u> |
|-------------------------|--|
| 1                       | 00                                     |
| 2                       | 00                                     |
| 3                       | 01                                     |
| 4                       | 02                                     |
| 5                       | 03                                     |
| 6                       | 04                                     |
| 7                       | 05                                     |
| 8                       | 06                                     |
| 9                       | 07                                     |
| 10                      | 08                                     |
| 11                      | 09                                     |
| 12                      | 10                                     |

Any personal days used during the year of termination will be deducted from the schedule above. If the employee used more days than accrued during the year of termination, the excess days will be deducted from the employee's final paycheck at the current rate of pay.

**Section 10.03** Employees with accrued and unused personal days as of November 30 of each year will have the option of being paid for those days, or banking any or all of the unused days, up to a maximum of fifty (50) banked personal days. Employees must elect in writing to bank the unused personal days.

Banked personal days are to be used after all annual personal days, comp time and vacation days have been used, in the event of the employee's illness. Upon termination or retirement, employees will be paid for any remaining banked personal days. Banked personal leave must be used in 8-hour increments.

Requests for use of personal days shall not be unreasonably denied. Requests to use personal days for illness shall not be denied for reasons of manpower or staffing.

## **ARTICLE 11 - LEAVES OF ABSENCE**

**Section 11.01 Eligibility.** Any regular full or part-time employee may request a leave of absence without pay for a period up to thirty (30) days.

**Section 11.02 Application.** Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor, stating the reason for the leave, and the length of time requested.

**Section 11.03 Approval.** Any requested leave of absence shall be subject to the approval of the Department Head, who may approve or disapprove the request on the basis of the operating requirements of the employee's Department, the availability of substitute employees, the reasons for the requested leave, and any other relevant factors.

**Section 11.04 Other Employment.** Employees granted leaves of absence are prohibited from accepting other employment while on leave and shall be deemed to have voluntarily terminated their employment with the Employer if they violate this provision.

**Section 11.05 Extension.** When an employee requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures set forth above.

**Section 11.06 Return.** Upon their return, employees granted a leave of absence shall not have any guarantee of reinstatement to the position held before taking their leave of absence, and shall neither accrue nor accumulate seniority during such leave.

**Section 11.07** Subject to the needs of the Employer and its operations, the Employer agrees to grant leaves of absence without pay for periods not to exceed two weeks to any Labor Council official or member for purposes of Labor Council business, provided the Department Head for the Department in which the employee works is notified at least two weeks in advance of the requested leave of absence and its duration and is able to make adequate scheduling arrangements to have the employee's job covered during such absence.

**Section 11.08** Employees may take family and medical leave in accordance with the policy attached to this Agreement as Appendix D.

**Section 11.09** Employees are entitled to receive all the benefits of military leave as provided by state and federal law.

## **ARTICLE 12 - VACATIONS**

**Section 12.01** All regular full-time employees with one (1) or more years of continuous service shall be entitled to vacation time with pay according to the following schedule:

| <b><u>Officers on 6-3 schedule</u></b> |                             |
|--|-----------------------------|
| <b><u>Yrs. of Service</u></b>          | <b><u>Vacation Days</u></b> |
| After 1 Year Completed                 | 6                           |
| After 2 Years Completed                | 12                          |
| After 8 Years Completed                | 18                          |
| After 13 Years Completed               | 24                          |
| After 25 Years Completed               | 30                          |

| <b><u>Officers on 5-2 schedule</u></b> |                             |
|--|-----------------------------|
| <b><u>Yrs. of Service</u></b>          | <b><u>Vacation Days</u></b> |
| After 1 Year Completed                 | 5                           |
| After 2 Years Completed                | 10                          |
| After 8 Years Completed                | 15                          |
| After 13 Years Completed               | 20                          |
| After 25 Years Completed               | 25                          |

Employees are entitled to take vacation after one (1) year of service. Employees who reach their first anniversary date are expected to use their vacation days before the end of the calendar year in which they reach their first anniversary of employment. Should it be impractical for the first-year employee to schedule all these days prior to the end of the calendar year, the employee may carry over the days into the next calendar year.

In January of the calendar year in which employees earn additional vacation days (i.e., employees who complete their second, eighth, thirteenth and twenty-fifth anniversary of employment), the employees shall be permitted to schedule and take their additional vacation days prior to their actual anniversary date; however, should the employee who takes such additional vacations days prior to their actual anniversary date then leave the employ of the Sheriff's Department before reaching their anniversary date, the Employer may deduct the dollar equivalent of these additional vacation days from the employee's last paycheck.

**Section 12.02** Years of service are based upon calendar years.

**Section 12.03** Employees cannot accrue or accumulate vacation time or vacation pay from anniversary to anniversary.

**Section 12.04** The Employer reserves the right to schedule vacation on the basis of operating requirements, but will give due regard to the employees' wishes with preference being given to the employees with the greatest seniority. After an employee's vacation has been approved and scheduled, it cannot be changed except by agreement between the employee and the Employer.

**Section 12.05** Employees who are terminated, resign, or retire shall receive any earned, but unpaid, vacation pay on their next pay date or as soon thereafter as feasible.

**Section 12.06** For each day of vacation, employees are entitled to one day's pay at their then current rate in accordance with the above schedule.

### **ARTICLE 13 - FUNERAL LEAVE**

**Section 13.01** In the event of a death in the immediate family each regular employee shall be allowed up to three (3) days off without loss of pay to attend the funeral and to attend to the details of the funeral. The immediate family consists of spouse, parents, children, brothers, sisters, grandparents, step-parents, stepchildren, mother-in-law, father-in-law and grandchild.

**Section 13.02** In the event of the death of step brothers and sisters, aunts, uncles, brother-in-law, and sister-in-law, the employee shall be allowed one (1) day off without loss of pay to attend the funeral.

**Section 13.03** As much notice as possible must be given for any request for funeral leave. In the event an employee desires to attend a funeral for a person who is not included in Article 13.01 or 13.02, or in the event an employee desires to extend the funeral leave granted in either Article 13.01 or 13.02, the employee may request the use of personal days. Requests to use personal days to attend a funeral (or make funeral arrangements, or for other personal reasons related to the death) shall be considered "emergency requests", and shall not be unreasonably denied. All funeral leave, and any personal days allowed under this Article 13.03, must be approved by the Sheriff.

### **ARTICLE 14 - HOLIDAYS & HOLIDAY PAY**

**Section 14.01** The fourteen (14) holidays to be observed in a calendar year as shall be determined by the Chief Judge of the Fifth Judicial District and the Presiding Judge in Vermilion County and the Labor Council will be notified of such determination on or before December 20 of the preceding year. If the Chief Judge and/or the Presiding Judge designate less than fourteen (14) holidays, each employee shall receive additional floating holidays so that the number of designated holidays and floating holidays equals 14 days. Those floating holidays must be scheduled in advance and approved by Employer as staffing needs permit. In no event shall such floating holidays be used or treated as personal days or taken as unscheduled days off.

**Section 14.02** Regular full-time employees whose work schedule consists of five consecutive days, followed by two days off are entitled to Holiday benefits under the following conditions:

- a) The employee must have completed his probationary period.
- b) The employee must have worked the entire shift on his last scheduled day before and his first scheduled day after the Holiday, unless excused.

**Section 14.03** Holidays that fall within an employee's vacation period will not be considered as part of the vacation, and the employee shall receive his holiday pay in addition to vacation pay.

**Section 14.04** Where an employee is scheduled to work on a Holiday, he shall be paid one day's pay in addition to any earnings as Holiday pay, unless he is scheduled to six days on, three days off. Where an employee is scheduled to work on any holiday, the employee must report for work as scheduled, and any employee who fails to report for work shall not be eligible for pay for the holiday; provided, however, that where verification of illness or excusable absence acceptable to the Employer is provided the employee shall, nevertheless, be eligible for holiday pay.

**Section 14.05** When employees not scheduled to work on Holidays are entitled to Holiday pay, they shall receive one day's pay at their then current rate, in accordance with the provisions of this Article 14.

## **ARTICLE 15 - JURY DUTY**

**Section 15.01** Regular full-time employees who are required to serve on a jury during their regularly scheduled work time shall receive their regular pay for such period of time, provided that such employees verify the time thus spent and turn over to the Employer all compensation received for service on jury duty.

**Section 15.02** Employees will be required to report for work for any substantial part of the workday not required for jury duty. Employees serving jury duty on off-duty hours will be excused from their scheduled normal work day if jury duty renders them unfit for duty, provided the employee notifies the Employer of their obligation to serve on jury duty.

**Section 15.03** For purposes of seniority and benefits, time spent on jury duty shall be considered as time worked for the Employer.

## **ARTICLE 16 - LIFE AND MEDICAL INSURANCE**

**Section 16.01** The Employer will purchase Ten Thousand Dollars (\$10,000.00) of life insurance for employees who work over one thousand (1,000) hours per year.

**Section 16.02** Payroll deductions are made when requested for health insurance program, AFLAC insurance, First Illinois Credit Union, United Fund, any county-authorized program and direct deposit of pay checks.

**Section 16.03** Effective December 1, 2007 the Employer will pay \$184.50 per month of the premium cost for each full or part-time employee when participating in the County sponsored health insurance plan. This amount will be paid if an employee participates in any coverage under the health insurance plan.

Effective December 1, 2008, and for the duration of this contract, the County shall increase its contribution by an amount equal to 50% of the increase in premium for the single-person coverage established under the currently offered \$1000 deductible plan. If the County changes health insurance plans, any increase in the then current County contribution shall be calculated upon the premium increase in the health insurance plan with the \$1000 deductible.

The County agrees that is the health insurance provider is changed, the County will insure that a plan substantially similar to the \$1000 deductible plan offered as of February 2007 will be offered.

**Section 16.04** Open enrollment for health insurance provider will be during the month of November of each year. New employees shall be eligible to participate in either health insurance program after six (6) months of full-time continuous service.

**Section 16.05** The County will also adopt an S-125 Plan, which shelters qualifying insurance premiums for the employee. Participation in the S-125 Plan is voluntary.

**Section 16.06** Due to the rising cost of health insurance, the County agrees that a regular search will be made for the most appropriate and economical plan. The local President or his designee and one representative from the bargaining unit shall be eligible to sit with the County on any meetings designed to seek alternative health plans. The County reserves all rights to select and manage any insurance plan for the County, but agrees that the local President or his designee and one representative from the bargaining unit shall have the right to comment and be part of the process of selecting appropriate health insurance plans.

## **ARTICLE 17 - UNIFORMS**

**Section 17.01** The Employer will continue its policy with respect to Officers' uniforms for the duration of this Agreement.

Uniforms issued are replaced as necessary when worn out, but employees are responsible for replacement made necessary by damage or wear and tear due to negligence or abuse or if size change due to weight gain. Uniforms damaged in the line of duty will be replaced as necessary.

**Section 17.02** Employees shall receive an annual clothing maintenance allowance of \$675. This amount reflects an increase of \$100 earmarked for the replacement of body armor. This clothing maintenance allowance is payable in a separate check the first pay period of each fiscal year.

Deputies assigned to the investigations division shall receive an annual clothing allowance of \$700, which shall be paid in a separate check the first pay period of each fiscal year. In the case of clothing damaged beyond repair worn by plain-clothes deputies in the line of duty, their damaged clothing shall be replaced in kind upon written notification to their superior.

**Section 17.03** The Employer agrees to repair and/or replace an officer's prescription eyeglasses, sunglasses or contact lenses at no cost to the officer (or personal property which is authorized to be worn or used, up to a maximum of \$200 per item) which becomes damaged or lost in the performance of a specific police function, provided the officer documents the loss/damage in a written report to his supervisor as soon thereafter as possible.

## **ARTICLE 18 - WAGES**

### **Section 18.01 Base Pay.**

Effective December 1, 2010, bargaining unit members shall receive a 1.5% increase on their then current wage base.

Effective December 1, 2011, bargaining unit members shall receive a 2.0% increase on their then current wage base.

Effective December 1, 2012, bargaining unit members shall receive a 3.0% increase on their then current wage base.

The following salary schedules shall apply:

|                            | <b><u>START</u></b> | <b><u>6 MONTHS</u></b> | <b><u>1 YEAR</u></b> |
|----------------------------|---------------------|------------------------|----------------------|
| Effective December 1, 2010 | \$36,715            | \$40,980               | \$43,001             |
| Effective December 1, 2011 | \$37,449            | \$41,799               | \$43,862             |
| Effective December 1, 2012 | \$38,572            | \$43,053               | \$45,177             |

Deputies hired with previous PTI training shall begin at the 6-month pay step. Deputies hired with PTI training and who have a minimum of one year of previous law enforcement experience shall begin at the 1 year pay step.

In addition to and included in a deputy's base pay (but not increased by the percentage increases listed above) is educational incentive and longevity as detailed herein.

## **Section 18.02 Longevity**

Effective December 1, 2010, bargaining unit employees shall be compensated at the following monthly rates for each year of service:

- a. \$30.00 per month for each year of service after completing forty-eight (48) months of continuous full-time employment (4 years), up to one hundred and twenty (120) months of service (10 years)
- b. \$31.00 per month for each year of service after completing one hundred and twenty (120) months (10 Years) continuous full-time employment, up to two hundred and forty (240) months of service (20 years)
- c. \$32.00 per month for each year of service after completing two hundred and forty (240) months of service (20 years) continuous full-time employment, up to a maximum of three hundred and sixty (360) months of service (30 years).

Effective December 1, 2011, bargaining unit employees shall be compensated at the following monthly rates for each year of service:

- a. \$30.00 per month for each year of service after completing forty-eight (48) months of continuous full-time employment (4 years), up to one hundred and twenty (120) months of service (10 years)
- b. \$32.00 per month for each year of service after completing one hundred and twenty (120) months (10 Years) continuous full-time employment, up to two hundred and forty (240) months of service (20 years)
- c. \$33.00 per month for each year of service after completing two hundred and forty (240) months of service (20 years) continuous full-time employment, up to a maximum of three hundred and sixty (360) months of service (30 years).

Effective December 1, 2012, bargaining unit employees shall be compensated at the following monthly rates for each year of service:

- a. \$31.00 per month for each year of service after completing forty-eight (48) months of continuous full-time employment (4 years), up to one hundred and twenty (120) months of service (10 years)
- b. \$32.00 per month for each year of service after completing one hundred and twenty (120) months (10 Years) continuous full-time employment, up to two hundred and forty (240) months of service (20 years)
- c. \$35.00 per month for each year of service after completing two hundred and forty (240) months of service (20 years) continuous full-time employment, up to a maximum of three hundred and sixty (360) months of service (30 years).

**Section 18.03 Education Incentive.** Bargaining unit employees shall be compensated for successful completion of additional education hours at an accredited college or university by providing to the Employer a certified copy of the officer's transcript of credit hours as follows:

|           |       |                  |
|-----------|-------|------------------|
| 30 hours  | \$120 | a year           |
| 60 hours  | \$240 | a year           |
| 90 hours  | \$360 | a year           |
| 120 hours | \$480 | a year (maximum) |

## **ARTICLE 19 - GENERAL PROVISIONS**

**Section 19.01** Copies of any documents which could be detrimental to an employee's future promotion, transfer, or present or future employment, which are placed in an employee's personnel file shall be served upon the employee, and shall be subject to the Grievance Procedure in accordance with the provisions herein. Employees may examine their personnel files upon request. The County agrees to comply with the provisions of the Personnel Records Review Act, 840 ILCS 40/1 et seq., as amended.

**Section 19.02** Employees will be paid by check on a bi-weekly basis.

**Section 19.03** Anytime a complaint is filed against any employee it shall be handled as fast as possible. If the charges are found to be false, the County shall exonerate the employee and remove all records in the matter from the employee's file. Unsubstantiated complaints shall not be placed in an employee's personnel file.

**Section 19.04** Post-Probationary employees shall be disciplined or discharged only for just cause consistent with this Agreement, the Merit Commission statute, 55 ILCS 5/3-8001 et seq., and their rules and regulations where the discipline results in action other than termination of employment; or the procedure for grievance and arbitration for discipline for discipline resulting in termination of employment, as the case may be. The Sheriff acknowledges the practice of progressive discipline as used by him and will continue to adhere to that practice, providing however that there are certain offenses for which immediate termination is available without prior discipline.

Appropriate disciplinary matters may be appealed to the Merit Commission of Vermilion County for discipline less than four (4) days of suspension upon the request of the affected employee or by the Labor Council, if authorized by the employee. The grievance procedure of this Agreement may not be used to review disciplinary matters over which the Merit Commission has jurisdiction. The Merit Commission shall not have the authority or jurisdiction to increase discipline.

Disciplinary matters involving suspensions of four (4) or more days or discharge from employment shall be handled by the grievance and arbitration process outlined in this Agreement in Article Nine (9).

Disciplinary action shall be taken within ten (10) days of completion of the investigation.

Prior to any discipline being imposed by the Employer, there shall be a pre-disciplinary meeting conducted for the purpose of notifying the affected employee of the contemplated discipline. The employee has the right to be present with a union representative to offer evidence to refute or mitigate the pending discipline.

Nothing in this section is intended or should be construed to waive employees' right to union representation during questioning that the employee reasonably believes may lead to discipline. Bargaining unit employees shall have such rights as set forth in United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and Central Management Services and Corrections (Morgan) decision, 1 PERI par. 2020 (ISLRB, 1985).

**Section 19.05** The Union and the County agree that safety issues in law enforcement are of serious concern and therefore, agree to meet to discuss safety issues on an as-needed basis. Either party may request such a meeting by serving written notice to the other party listing a proposed agenda. The parties shall then meet without undue delay at a mutually agreeable date and time. The recommendations of the safety committee are not binding on either party, and therefore, are not grievable.

**Section 19.06** Officers suffering duty related injuries shall be covered by the provisions of the Public Employee Disability Act, 5 ILCS 345/1 as amended.

**Section 19.07** The Employer will pay a \$5,000.00 (Five Thousand Dollar) lump sum amount to assist in defraying funeral/burial expenses for any Officer killed in the line of duty while performing the lawful duties of Vermilion County Deputy.

## **ARTICLE 20 - LABOR COUNCIL BUSINESS, STEWARDS, AND BULLETIN BOARDS**

**Section 20.01** Duly authorized non-employee representatives of the Labor Council on the basis of prior arrangements made with the Employer representative in charge of the area involved will, where feasible and proper, be allowed to enter upon the Employer's premises when necessary for purposes of administration of this Agreement. Such activities will be conducted without interruption or interference with the Employer's operations.

**Section 20.02** The Labor Council may designate certain employees to act as Stewards, and shall, within ten (10) days of such designation, certify to the Employer such designation and the designation of any successors.

**Section 20.03** There will be no Labor Council activity or business conducted by employees during their working hours, unless a duly designated Steward is relieved of his duties to engage in or conduct business which cannot be performed outside working hours. Such employee shall advise his immediate supervisor of such circumstances and request to be relieved of his duties for the period necessary to handle the matter. Permission shall not be withheld

unless the supervisor determines that the employee cannot be released because of the Employer's operational requirements.

**Section 20.04** The Labor Council will notify the Employer in writing of the designation of any Employees as Labor Council representatives and of any changes in such designations. The Employer agrees to recognize such Stewards subject to the foregoing and the following limitations: There shall be no more than one (1) Steward and one (1) alternate on any shift.

**Section 20.05** The Employer will designate areas for Bulletin Boards or on existing Bulletin Boards for posting of notices signed by an Official of the Labor Council and directed to Employees represented by the Labor Council, pertaining to Labor Council affairs.

**Section 20.06** Notwithstanding the foregoing, the Parties are mutually desirous of meeting during the term of this Agreement upon mutually satisfactory arrangements to discuss matters of safety or labor-management relations.

## **ARTICLE 21 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

**Section 21.01** This Agreement is the entire agreement between the Employer and the Labor Council. However, the Parties acknowledge that they are subject to the provisions of the Illinois Public Labor Relations Act as it relates to Impasse Resolution (5 ILCS 315/14, as amended). Moreover, the Parties acknowledge that they are subject to the provisions of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq., as amended.

The Parties acknowledge that during the negotiations resulting in this Agreement, they each have had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects and matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Labor Council, each, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed the Agreement.

The Employer shall not be required to continue any employee benefit or term or condition of employment which may have existed prior to the effective date of this Agreement, but which is not specifically required herein. However, the Employer shall continue to maintain its present or similar liability insurance coverage regarding actions brought against Officers resulting from the performance of their duties and shall not decrease the amount of liability insurance coverage applicable to deputies during the term of this Agreement.

**Section 21.02** If any provision of this Agreement is determined to be unlawful, the provision shall be deemed to be modified sufficiently in respect to either or both Parties to the

extent necessary to comply with such provision, the remaining provisions shall not be affected thereby.

## **ARTICLE 22 - DURATION AND TERMINATION**

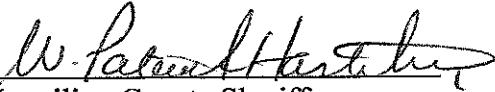
**Section 22.01** This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Labor Council shall be in full force and effect from December 1, 2010, and until November 30, 2013, and thereafter from year to year unless written notice is served by either party upon the other more than sixty (60) but less than ninety (90) days prior to the above date of termination or the anniversary of any renewal period hereof. Notwithstanding any provision herein, this contract shall remain in full force and effect until such time as a successor agreement is adopted or the bargaining unit is disbanded.


**Section 22.02 Impasse Procedure.** The parties shall use the impasse procedures of §1614 of the Illinois Public Labor Relations Act to resolve any impasses that may arise in any collective bargaining.

**Section 22.03 Parties' Representatives.** All Notices shall be served personally or by certified mail on the party's representatives:


**SIGNATURES**

FOR THE EMPLOYER:

  
Vermilion County Sheriff  
Vermilion Co. Public Safety Bldg.  
Danville, Illinois 61832

  
County Board Chairman  
Vermilion County Courthouse Annex  
# 6 N. Vermilion  
Danville, Illinois 61832

FOR THE LABOR COUNCIL:

  
Illinois F.O.P. Labor Council  
974 Clock Tower Drive  
Springfield, Illinois 62704

  
Vermilion County FOP Lodge #51

  
Vermilion County FOP Lodge #51

  
Vermilion County FOP Lodge #51

Signed this 16<sup>th</sup> day of February, 2011 by the Labor Council and the Employer.

**APPENDIX A - SENIORITY ROSTER**

January 31, 2012

| NAME                  | D.O.E.           | RANK/ASSIGN. |
|-----------------------|------------------|--------------|
| Davis, Jerry L.       | 11-27-73         | Dep./Invest. |
| Barnes, Rick A.       | 12-04-85         | Dep./Patrol  |
| Harrold, David L.     | 09-05-88 (86C/O) | Dep./Patrol  |
| Miller, R. Kirk       | 07-16-89         | Dep./Invest. |
| Leverich, W.C.        | 06-01-92         | Dep./Patrol  |
| Alblinger, Patrick K. | 08-23-93         | Dep./INV.MEG |
| Cruppenink, Thomas A. | 05-01-96         | Dep./Patrol  |
| Damilano, Todd E.     | 04-28-97         | Dep./Invest. |
| Talbott, Chris R.     | 02-08-99         | Dep./Patrol  |
| Watson, John H.       | 12-11-00         | Dep./Patrol  |
| Wells, Ryan A.        | 08-25-03         | Dep./Patrol  |
| Bozarth, Jeffery A.   | 03-29-04         | Dep./Patrol  |
| Goodner, Ryan J.      | 09-06-04         | Dep./Patrol  |
| Miller, Jay A.        | 09-08-04         | Dep./DARE    |
| Smitley, Kyle         | 12-27-04         | Dep./Patrol  |
| Norton, Brad L.       | 06-13-06         | Dep./Patrol  |
| Huckstadt, Kyle S.    | 06-14-06         | Dep./Patrol  |
| Jones, Sean P.        | 12-19-07         | Dep./Patrol  |
| Pittman, Chase E.     | 12-20-07         | Dep./Patrol  |
| Wright, James M. C.   | 03-03-08         | Dep./Patrol  |
| Showers, Douglas R.   | 09-01-08         | Dep./Patrol  |
| Watson, Adam L.       | 10-31-08         | Dep./Patrol  |
| Miller, Pete M.       | 11-10-08         | Dep./Patrol  |
| Janesky, Kyle R.      | 12-15-08         | Dep./Patrol  |
| Davis, Thomas J.      | 12-16-08         | Dept./Patrol |
| Moody, Seth T.        | 12-28-09         | Dept./Patrol |
| Bower, Sara M.        | 12-29-09         | Dept./Patrol |
| Brooks, Andrew        | 01-06-12         | Dept./Patrol |

**APPENDIX B - DUES AUTHORIZATION FORM**

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

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

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

---

**Employer, please remit all dues deductions to:**

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

(217) 698-9433

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

**APPENDIX C - GRIEVANCE FORM**  
(use additional sheets where necessary)

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

Lodge No. / Year / Grievance No.

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

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

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

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

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



**APPENDIX D - VERMILION COUNTY FAMILY AND MEDICAL LEAVE ACT**  
**BENEFITS**

**9.07 Family and Medical Leave**

Vermilion County provides its employees with benefits under the Family and Medical Leave Act of 1993 ("FMLA".) The FMLA establishes a minimum labor standard to balance the demands of the workplace with the needs of families through job-protected, unpaid leave.

**9.07.01 Eligible Employees**

To be eligible for FMLA leave benefits, an employee must:

- 1) Have worked for the County for at least 12 months before the leave request; and
- 2) Have worked 1,250 hours in the 12 months prior to a request for FMLA leave.

**9.07.02 FMLA Leave**

Eligible employees are entitled to take up to 12 weeks of job-protected, unpaid FMLA leave during any 12-month period.

"Any 12-month period" means the 12-month period measured forward from the date an employee's FMLA begins. For example, an employee would be entitled to 12 weeks of FMLA leave during the year beginning the first date FMLA leave is taken; the next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period.

Employees may, but are not required to, use available paid days off, such as vacation days, personal days, Option II days, or compensatory time during FMLA leave. This allows an employee to choose whether to use paid days off for income during FMLA leave or to save those paid days for later use. Employees should request the use of paid days off when requesting FMLA leave. Rules for scheduling and use of paid days off when FMLA does not apply remain in effect.

FMLA leave may requested for any of the following reasons:

- 1) Birth of the employee's child;
- 2) placement of a child with the employee for adoption or foster care;
- 3) To care for a child spouse or parent with a serious health condition;
- 4) When the employee is unable to perform the functions of his or her position because of a serious health condition.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
- 2) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar day-s, that also involves continuing treatment by (or under the supervision of) a health care provider; or
- 3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that, if not treated, would likely result in a period of incapacity of more than three calendar days; and for pre-natal care.

"Continuing treatment by a health care provider," means one or more of the following:

- 1) The employee or family member in question is treated two or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under direct supervision of the health care provider;
- 2) The employee or family member is treated for the injury or illness two or more times by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider - for example, a course of medication or therapy - to resolve the health condition.
- 3) The employee or family member is under the continuing supervision of, but not necessarily being actively treated by a health care provider due to a serious long-term or chronic disability, which cannot be cured. Examples include persons with Alzheimer's, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment.

Voluntary cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions", unless inpatient hospital treatment is required. Routine preventive physical examinations are excluded.

Medical certification is required when FMLA leave is claimed due to an employee's serious medical condition, or to care for a child, spouse, or parent with a serious medical condition (See Section 09.07.04).

FMLA leave taken for the birth of a child, or for placement of a child for adoption or foster care, must be completed within one year of the birth or placement.

Contact the Human Resources Director for more information concerning qualifying events and availability of leave.

### **09.07.03 Employees Responsibilities**

The following procedures apply to FMLA leave:

- 1) An employee intending to take FMLA leave must request FMLA leave by providing 30 days written notice if the need to take FMLA leave is foreseeable, and must make a reasonable effort to schedule FMLA leave so as not to disrupt departmental operations. If the need for FMLA leave is not foreseeable, the employee must request FMLA leave as soon as possible. A request for FMLA leave must indicate the qualifying reason for the request and the amount of time requested.
- 2) Employees electing to use paid days off during FMLA leave should request the same, in writing, when requesting FMLA leave, or as soon thereafter as possible.
- 3) Employees must provide medical certification of the serious health condition necessitating FMLA leave within 15 calendar days of a request for such certification. Failure to provide certification within the stated time limit may delay the FMLA approval, or the request may be denied.
- 4) Employees taking 10 or more consecutive days of FMLA leave due to a serious health condition may not return to work without providing medical certification of their ability to work. (See Section 09.07.05)
- 5) Failure to return to work after FMLA leave (or extension of FMLA leave) will result in termination of employment, unless a leave of absence is granted or the absence is otherwise authorized.
- 6) Fraudulently obtaining FMLA leave shall be just cause for immediate termination.

### **09.07.04 Medical Certification**

Medical certification is required when FMLA leave is for the employee's serious health condition, or for the serious health condition of the employee's child, spouse, or parent. Medical certification shall be provided by the employee on forms provided by the Human Resources Director within 15 calendar days of the Human Resource Director's request for medical certification.

Re-certification may be requested by the Human Resources Director as provided by U. S. Department of Labor regulations. Recertification must be provided by the employee within 15 calendar days of the request.

### **09.07.05 Medical Certification of Ability to Resume Work**

An employee who has taken 10 or more consecutive days of FMLA leave for the employee's own serious health condition must provide medical certification of his or her ability

to return to work on the form provided by the Human Resources Director. An employee may not return to work without providing the required medical certification.

**09.07.06 Other Employment**

Employees on FMLA leave who accept full-time employment while on leave shall be deemed to have voluntarily terminated their employment with the County, if such employment is inconsistent with the reason for which the FMLA leave was granted.

**09.07.07 Employment and Benefits Protection**

Employees who return from FMLA leave will be restored to the same or an equivalent position as provided in the U.S. Department of Labor regulations.

Taking FMLA leave will not result in the loss of any employment benefits accrued before the leave, nor does it entitle the employee to any right, benefit, or position of employment other than those to which the employee would have been entitled had the employee not taken the leave. For example, if the employee's position would otherwise have been eliminated due to a reduction-in-force, the fact that the employee is on FMLA leave does not immunize the employee from displacement.

An employee enrolled in the County's group health insurance program may elect to continue the health insurance coverage during periods of FMLA leave. The employee must make arrangements with the County Board office to pay the appropriate employee contributions in a timely manner. When permitted by U. S. Department of Labor regulations, the County may seek to recover contributions made by the County for the employee's group health insurance premiums during FMLA leave.

**09.07.08 Prohibited Coercion**

It is unlawful for any employee to intimidate, threaten, or coerce, or attempt to coerce, any other employees for the purpose of interfering with the employee's right to job-protected FMLA leave. The terms "intimidate, threaten, or coerce" include promising to confer or conferring any benefit (such as appointment, promotion, or compensation), or taking or threatening to take any reprisal (such as deprivation of appointment, promotion, or compensation.)