## ILLINOIS FOP LABOR COUNCIL

and

# COUNTY OF VERMILION / SHERIFF OF VERMILION COUNTY

Correctional Officers, Clerk Typists, Cooks, Laundry Workers and Dietician

August 17, 2022 - November 30, 2025

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487 Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058 Web Address: <u>www.fop.org</u>

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### **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the County of Vermilion and the Sheriff of Vermilion County of the State of Illinois (herein referred to as the "EMPLOYER"), and Fraternal Order of Police Labor Council (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-11-130, incorporated by reference herein, the Employer recognizes the Union 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: All persons employed by the Vermilion County Sheriff in the following titles: Correctional Officer, Clerk Typist I, Cook I, Cook III, Laundry Worker, Dietician.

Excluded: All elected officials, peace officers, supervisory, managerial, and confidential employees, short-term employee, and all other employees of the County of Vermilion and Sheriff's Department as defined in the IPLRA.

Section 02.02 In the event the Employer establishes any new or different classifications of employees not listed above as being within the bargaining unit; or, in the event that the duties and responsibilities of any of the classifications listed above is changed; and, the Parties are unable to determine within a brief and reasonable period of time whether it is appropriate and consistent with the Certification and with this Article 2 either to include or to exclude such classification in the bargaining unit, then the Parties shall seek a clarification of such issues from the State Labor Relations Board.

<u>Section 02.03</u> The County shall not enter into any agreement covering terms and conditions of employment with the employees in the bargaining unit, either individually or collectively, which in any way conflicts with this Agreement, except through the Union.

### **ARTICLE 3 - LABOR COUNCIL DUES**

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.

### **ARTICLE 4 - NO STRIKES, 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, Committee Members 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.

<u>Section 04.03</u> 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 lay off, 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 functions; 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 Union's access to the Grievance and Arbitration procedures set forth below.

<u>Section 05.02</u> 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.

<u>Section 05.03</u> 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.

<u>Section 05.04</u> 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 - WORK DAY, WORK WEEK, AND OVERTIME

<u>Section 06.01</u> The normal work week for regular full-time OFFICE CLERICAL EMPLOYEES shall consist of five (5) consecutive days, Monday through Friday. Office employees are scheduled to work from 7:00 a.m. to 3:00 p.m.; 8:00 a.m. to 4:00 p.m.; 8:30 a.m. to 4:30 p.m.; or a flex-time schedule.

Section 06.02 The normal work week for regular full-time COOKS shall consist of five (5) consecutive days, followed by two (2) days off, staggered so as to cover a seven-day week.

Section 06.03 The normal work week for regular full-time CORRECTIONAL OFFICERS shall consist of six (6) work days and three (3) days off. Shifts will begin at 7:00 a.m., 3:00 p.m., 11:00 p.m., or as needed to maintain continuous operation.

Section 06.04 The normal work day for bargaining unit employees shall consist of eight (8) consecutive hours, including one (1) hour meal break. Employees are expected to be available to respond to emergencies during the meal break, but will be allowed to complete breaks after any interruption.

Section 06.05 Work schedules will be posted monthly, at least one week before the start of the schedule, and will not be changed except in emergencies. When an emergency (for example, a scheduled employee's failure to report for duty, or any other unplanned need for

additional personnel) necessitates changes to an employee's hours, shift or days of work, or that an employee must be called in or held over, Section 06.11 will apply.

Section 06.06 The normal work schedule for office clerical employees, cooks and correctional 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 06.07 An employee called in (hired back) during off-duty hours will receive a minimum of two (2) hours pay at the appropriate rate or the actual time worked, whichever is greater. The two (2) hour minimum will not apply to time worked immediately after a shift (holdover), or to time worked immediately prior to a shift (unless the employee was called in). "Called in" means that the employee was called at home during off-duty hours, and required to report for work.

<u>Section 06.08</u> Notwithstanding the language of Article 6.07 regarding overtime the Employer and the Union agree that the Employer will continue to pay overtime according to the current practice during the term of this Agreement.

Section 06.09 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. The maximum compensatory time that an employee may accumulate is (48) hours. Any hours accumulated in excess of (48) 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.

Notwithstanding the language of Article 6.07 regarding pay for overtime, the Employer and the Union agree that the Employer will continue to allow Records Clerks to use compensatory time according to the current practice during the term of this Agreement.

<u>Section 06.10</u> An employee call in (hired back) during off-duty hours shall receive a minimum of two (2) hours pay at the appropriate rate or the actual time worked, whichever is greater.

Section 06.11 Call-in/Overtime. Call-ins and overtime (holdover) assignments will be administered in the following manner:

- a) In the event a call-in or holdover is required and the Sheriff is aware of the requirement more than one (1) hour in advance, a Union Steward or a person designated by the Union will be asked to find the necessary qualified personnel in accordance with the call-in and holdover policy in this Section. The Union Steward or designee will be paid at his normal rate of pay for performing this duty.
- b) The Union 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

call-in and holdover policy shall be grievable under this Agreement. The Union agrees to name a sufficient number of Stewards and designees, so that a person is available on each shift to administer the call-in and holdover policy.

- c) If the Union Steward or designee is unable to find a person or persons necessary for call-in or holdover 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 call-in and holdover positions.
- d) The call-in and holdover policy in this Section shall not alter in any respect the duty of an employee 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 employee'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.
- e) If the Sheriff needs to order a person to come in to work (call-in) or to remain at work at the end of a shift (holdover), the Sheriff will order the least senior qualified and available person to report. The Sheriff shall consider and take into account the Illinois County Jail Standards as contained in the Administrative Code, particularly section 701.20 regarding supervision by members of the same sex, in considering holdovers and call outs.
- f) When it is necessary to change an employee's regular shift to accommodate manning requirements, the least senior, qualified employee from the shift will be moved.
- g) If an employee has been required to accept 24 hours of overtime in excess of his or her regularly scheduled hours in a pay period, the Sheriff will require the next-least senior employee who is qualified and available to accept the overtime, subject to the same cap of 24 hours of overtime in a pay period. If an error is made in requiring a particular employee to work hours in excess of the cap, the employee's sole remedy shall be to be excused from being ordered to accept an equivalent amount of overtime in the following pay period.
- h) For an absence in excess of thirty (30) days of which the Sheriff has advance notice, and intends to fill by changing a persons shift for more than thirty (30) days, employees shall be allowed to bid for said vacancy according to seniority. If there are no bidders the Sheriff shall have authority to assign the least senior qualified available employee to staff the vacancy for all or part of the time period covering the vacancy.
- i) Anytime an employee utilizes benefit time to take off a full shift, the employee shall be exempt from this call-in provision for eight (8) hours before and eight (8) hours after the shift taken off, except in cases of civil emergencies.

### **ARTICLE 7 - SENIORITY**

<u>Section 07.01</u> Seniority shall mean length of continuous employment in the bargaining unit since the employee's last date of hire.

### Section 07.02

- a) After January 1, 2018 new employees, and those rehired after a break in service shall undergo a probationary period during which such employees are subject to termination without rights or recourse under this Agreement, as follows:
  - Correctional Officers Fifteen (15) Months
  - All Others Ninety (90) Days Actually Worked
- b) Employees hired prior to January 1, 2018 shall complete a probationary period during which such employees are subject to termination without rights or recourse under this Agreement, as follows:
  - Correctional Officers Twelve (12) Months
  - All Others Ninety (90) Days Actually Worked

<u>Section 07.03</u> Upon completion of his probationary period or any extension thereof, an employee's seniority date shall revert to the most recent date of his hire in the bargaining unit.

Section 07.04 The Employer shall annually post a seniority list. Employees shall have thirty (30) 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 Union.

<u>Section 07.05</u> 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;
- 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 any injury or illness arising from his employment with the Employer and covered by the Workers 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 7.07, below; or,

d) If he fails to return to work at the end of a leave of absence or vacation unless such failure is due to circumstances beyond the employee's control.

<u>Section 07.06.01</u> If an Employee accepts a job with the Sheriff's Department which is outside the bargaining unit, other than a temporary assignment (see, Section 07.08), the employee shall receive no credit for purposes of seniority in the bargaining unit while working in the non-bargaining unit position. If the Employee returns to a job within the bargaining unit from a non-bargaining unit position in the Sheriff's Department, he shall be credited with the seniority he held at the time of leaving the bargaining unit job.

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 Department. In the event of recall, employees shall be recalled in accord 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 classifications. 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.

<u>Section 07.08</u> Employees who are temporarily transferred to jobs within their Department 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 When vacancies occur in a bargaining unit position, notices of such vacancies shall be posted for five (5) consecutive work days before other means of filling the vacancy are utilized. Within ten (10) work days of the original posting date, employees currently working in a position requiring the same qualifications may apply in writing. All qualified applicants will be given an appointment for an oral interview before any candidate is selected. After selection, transfer will be made as soon as practicable. Internal applicants for transfer will be advised in writing of the disposition of their applications. Assignment of employees to shifts shall be based upon the Employer's requirements as to experience, training, and capabilities. When the foregoing needs are met, shift preferences of employees are to be considered on the basis of seniority.

In filling job vacancies, including promotions, the following factors shall be used except as provided otherwise:

- a) Ability to do the work measured by physical fitness, experience, training, skill and demonstrated work habits, and applicable test performance.
- b) Seniority.

Where, as measured by factor (a), two or more applicants are substantially equal, factor (b) shall govern. Final determination of ability shall be made by the Employer, and

predetermined standards will not be lowered. Any dispute which may arise in this connection shall be handled in accordance with the provisions of this Agreement for the settlement of grievances.

Where any employee successfully bids for any vacancy or job opening, and successfully demonstrates the ability to perform the duties of the job or position during the qualifying period, the employee shall be ineligible to bid for any further vacancies or job openings for a period of six (6) months following completion of the qualifying period in such job or position unless waived by the Employer.

Section 07.11 Employees who are displaced by the elimination of jobs shall be permitted to exercise their departmental and classification seniority preference for any position for which they are then qualified within their classification.

Section 07.12 Employees who are temporarily transferred for periods greater than six (6) working days to higher paying positions within the bargaining unit will be paid at the rate for such position or their regular rate, whichever is higher.

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

<u>Section 08.01</u> 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

<u>Section 09.01</u> 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 an express provision 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 twelve (12) 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 the Sheriff or designee. Within twelve (12) calendar days after receipt of the grievance, the Sheriff or designee shall answer the grievance in writing.

- c) If said answer is not acceptable to the Labor Council, the grievance will be submitted to arbitration or the Merit Commission if either Party submits written notice of intent to contest or arbitrate the grievance by certified mail within fifteen (15) calendar days after the date of the Employer's answer. The Merit Commission shall have jurisdiction over disciplinary matters involving any discipline less than four (4) days of suspension, while any discipline of four (4) day suspensions or greater shall go to arbitration, both as outlined in Section 20.03.
- 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.

<u>Section 09.03</u> 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.

<u>Section 09.04</u> 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 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.

<u>Section 09.06</u> 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) working days after agreement to arbitrate, the Union 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 Employees who had credit for Option II days prior to the effective date of this Agreement will retain those days, to be used according to prior practice. Personal days

"banked" by employees prior to the effective date of this Agreement will be retained by those employees, to be used as provided in Section 10.04.

<u>Section 10.02</u> All regular full-time employees 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:

MONTH OF HIRE	NUMBER OF PERSONAL DAYS
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:

NUMBER OF PERSONAL DAYS
ACCRUED
00
00
01
02
03
04
05
06
07
08
09
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

- a) Scheduled personal days. Written requests for use of a personal day made at least one week prior to the release of the monthly work schedule (for the use of a personal day during the period of the schedule) will be honored, unless the Sheriff determines that staffing requirements could not be met were the request granted.
- b) Unscheduled personal days. Written requests for use of unscheduled personal days off will be granted upon the employee's giving five (5) days off notice, if staffing permits.
- c) Personal days for employee illness. Personal days will be used in the event of the employee's illness without prior notice or request. If an employee uses personal days for three (3) or more consecutive days of illness, the Sheriff may request appropriate proof of fitness for return to duty. False claims of illness, or other misuse of personal days shall result in discipline.
- d) In the event more than one employee requests the use of a personal day, and the Sheriff is unable to honor all the requests, the earliest request submitted will be granted. Scheduled personal days will not be canceled by a request for an unscheduled personal day. Scheduled or unscheduled personal days may be canceled in the event of an emergency.

Section 10.04 BANKED PERSONAL DAYS - Each December 1<sup>st</sup>, in lieu of payment for personal days, employees may elect to bank any or all unused personal days. No employee shall be allowed to bank more than thirty (30) days. Employees must elect in writing to bank the unused personal days. The completed election form must be signed by the employee and the Elected Official or Department Head and forwarded to the Human Resources Director prior to November 15.

If an employee has exhausted all his or her personal days for the year, banked personal days may be used in blocks of not less than three (3) days in the event of the employee's illness (the Employer may require a medical release/return to work slip in such cases). If an employee leaves the employ of the Department for any reason, he shall be paid all banked days.

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

<u>Section 11.01</u> 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 Sheriff, 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.

<u>Section 11.05</u> 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.

<u>Section 11.06</u> 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.

<u>Section 11.07</u> During leaves of absence in excess of thirty (30) calendar days, employees shall not be entitled to or earn any vacation or holiday benefits, and shall be obligated to assume the full cost of any insurance-related benefit during such periods.

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 Sheriff is notified at least two (2) 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 11.09 Employees may take family and medical leave pursuant to the terms of State and Federal law, which may be modified as required. While on FMLA leave, the Employee shall be allowed to utilize any accrued benefit time except as provided for in Section 10.04 in which case banked time may be used only for the employee's personal illness as set out in Section 10.04. The Employee will notify the Employer of what time he wants to use and in what order, without unnecessary delay.

### **ARTICLE 12 - VACATIONS**

<u>Section 12.01</u> All regular full-time employees shall earn vacation time with pay according to the following schedule:

### Correctional Officers Working 6/3 Schedule

Completed years of Service	Earned Vacation Rate Per Month of Service	Days of Vacation Earned
SCIVICC	1 et Wollin of Service	vacation Eather
1	0.5	6
2-7	1.0	12
8-12	1.5	18
13-24	2.0	24
25 +	2.5	30

### Corrections Employees Working 5/2 Schedule

Completed years of Service	Earned Vacation Rate Per Month of Service	Days of Vacation Earned
1	.414	5
2-7	.833	10
8-12	1.25	15
13-24	1.66	20
25 +	2.08	25

<u>Section 12.02</u> Years of service are based upon calendar years.

<u>Section 12.03</u> Employees accrue or accumulate vacation time or vacation pay from anniversary to anniversary.

Section 12.04 The Employer reserves the right to schedule vacations 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. No employee shall be given priority based upon his seniority for more than two (2) weeks of vacation per year. Additional vacation will be scheduled on a first-come, first-served basis.

<u>Section 12.05</u> 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.

<u>Section 12.06</u> 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, including legally adopted children, foster children who have been placed by a licensed social agency under

contract with DCFS of by DCFS where the child has been placed there for a term of at least one year and where the minor child currently resides in the employee's home as a foster child, brothers, sisters, grandparents, grandchildren, step-parents, step-children, mother-in-law, and father-in-law.

Section 13.02 In the event of the death of step-brothers, step-sisters, brothers-in-law, aunts, uncles, sons-in-law, daughters-in-law, and sisters-in-law, the employee shall be allowed one (1) day off without loss of pay to attend the funeral. As much notice as possible must be given, and all funeral leave must be approved by the Sheriff.

Section 13.03 As much notice as possible must be given for any request for funeral leave. In the event as employee desires to attend a funeral for a person who is not included in 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 to make funeral arrangements, or for other personal reasons related to the death) shall be considered emergency requests, and shall not be unreasonably denied. All personal leave, and any personal days allowed under the Article 13.03, must be approved by the Sheriff. A request under this section shall be handled as a request for unscheduled personal leave pursuant to Article 10, Section 10.03(b).

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

Section 14.01 For employees who work five (5) days on and two (2) days off, the holidays to be observed in a calendar year as shall be determined by Chief Judge of the Fifth Judicial Circuit and the Presiding Judge in Vermilion County. The Labor Council will be notified of such determination on or before December 20 of the preceding year. In no event shall the holidays be less than twelve (12). In the event the Chief Judge and the Presiding Judge designates less than twelve (12) holidays, each employee shall receive additional floating holidays, then the Sheriff shall designate such additional days as necessary to establish twelve (12) holidays.

<u>Section 14.02</u> Regular full-time employees 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. Employees on leave of absence or layoff on the work day before or after the holiday are not entitled to holiday pay.

<u>Section 14.03</u> 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 When an employee is scheduled to work on a holiday, he shall be paid one (1) day's pay in addition to any earnings as holiday pay, unless he is scheduled to six (6) days on, three (3) 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 (1) day's pay at their then current rate, in accordance with the provisions of this Article 14.

### ARTICLE 15 - JURY DUTY/COURT DUTY

<u>Section 15.01</u> 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 work day 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.

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

<u>Section 15.04</u> Employees 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.

### **ARTICLE 16 - LIFE INSURANCE AND PAYROLL DEDUCTIONS**

Section 16.01 The Employer agrees to provide \$10,000 life insurance for employees who work over 1,000 hours per year.

<u>Section 16.02</u> Payroll deductions requested in writing by an employee will be made for payment of County-sponsored health, life or cancer insurance, purchase of U.S. Savings Bonds, contributions to the United Fund, contributions to the County-sponsored 457 Plan and direct deposit of paychecks.

### **ARTICLE 17 - UNIFORMS/CLOTHING MAINTENANCE**

<u>Section 17.01</u> The Employer will continue its policy with respect to Correctional officers' uniforms for the duration of this Agreement.

Three (3) trousers and three (3) shirts are issued upon employment. They 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 changes due to weight gain. Uniforms damaged in the line of duty will be replaced as necessary.

<u>Section 17.02</u> Correctional Officers shall receive an annual clothing maintenance allowance of \$400.

<u>Section 17.03</u> The Dietician, Cooks and Laundry Worker shall receive an annual clothing allowance of \$350 for the purchase and maintenance of work clothes.

Section 17.04 The Employer agrees to repair and replace a Correctional Officer's prescription eyeglasses or contact lenses (or other personal property an officer is authorized to wear, excluding footwear and clothing, up to a maximum value of \$200 per item) if such are damaged or broken while the Officer, in the line of duty, is required to exert physical force, or is attacked by another person. Any such incident must be documented with the Officer's superior officer.

### **ARTICLE 18 - WAGES**

<u>Section 18.01</u> Effective August 17, 2022, the base wage of bargaining unit members employed at the time of ratification of the contract by both parties, shall immediately be increased by five dollars an hour (\$5.00/hr) for Corrections Officers and three dollars an hour (\$3.00/hr) for Cooks, Laundry Workers, Clerks and Dieticians within the bargaining unit. That modification of the base wage of each employee shall be the basis for further increases set on a percentage level as set out below for subsequent contract years listed below.

Additionally, upon ratification of this agreement by both parties, an additional payment of five thousand dollars (\$5,000.00) shall be paid to each bargaining unit member employee employed at the time of ratification by both parties. An additional payment of eight hundred dollars (\$800.00) shall be paid to each bargaining unit member employee employed as a Cook, Laundry Worker, Clerk and Dietician. The five-thousand-dollar payment to all bargaining unit members shall be paid on the next available payroll date after ratification. The eight-hundred-dollar payment to the Cooks, Laundry Workers, Clerks and Dieticians, shall be paid on the last payroll date of the current fiscal year. The payments shall be in lump sums with legally required taxes, IMRF, and any required Federal and State deductions required by law taken out of the payment. Further, the payments shall not be considered part of, or added to, the base wages of the employees.

Effective December 1, 2022, bargaining unit members s shall receive a 3.5% increase on their current base wage.

Effective December 1, 2023, bargaining unit members shall receive a 3% increase on their current base wage.

Effective December 1, 2024, bargaining unit members shall receive a 3% increase on their current base wage.

The following salary schedules reflect the wage increases provided under this agreement:

Start

\$37,751 \$39,072 \$40,245 \$41,452

### **SALARY SCHEDULE**

### **CORRECTIONS OFFICERS**

<u>Effective</u>	<u>Start</u>
8/17/22	\$55,980
12/1/22	\$57,939
12/1/23	\$59,677
12/1/24	\$61,467

### RECORDS CLERK

RECORDS	CLERK	DIETICIAN
<b>Effective</b>	<u>Start</u>	<b>Effective</b>
8/17/22	\$40,903	8/17/22
12/1/22	\$42,335	12/1/22
12/1/23	\$43,605	12/1/23
12/1/24	\$44,912	12/1/24

### COOK/LAUNDRY WORKER

<u>Effective</u>	<u>Start</u>
8/17/22	\$35,058
12/1/22	\$36,285
12/1/23	\$37,373
12/1/24	\$38,494

<u>Section 18.02</u> In addition to the base wage provided for in this agreement, employees who have completed college courses will receive the following amounts:

Hours Completed	Compensation
30 to 59 hours	\$120
60 to 89 hours	\$240
90 to 119 hours	\$360
120 hours or more	\$480

Hours completed means college course hours successfully completed at an accredited college or university. Employees must provide certified transcripts to document their hours completed before there will be any entitlement to education pay, or any increase in education pay. Employee receiving education pay prior to the date of this Agreement will not be required to provide transcripts to continue to receive education pay at their current amounts. Education pay shall be paid in a lump sum at the same time the employee receives his clothing allowance.

### Section 18.03 Longevity

Correctional Officers who are members of the bargaining unit and bargaining unit employees who are not correctional officers and are hired after March 1, 1994, shall be compensated at the following monthly rates for each year of service. Bargaining unit employees who are not correctional officers and who were hired before March 1, 1994, shall be compensated at the following rates for each year of service since March 1, 1994:

- 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) \$33.00 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).
- \$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).

<u>Section 18.04</u> 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 paychecks.

The Employer shall offer health insurance coverage to bargaining unit employees who desire such coverage. The Employer shall have the right to select and manage any insurance plan for the County or make plan benefit change, within reason, at any time. Any insurance offered shall be substantially similar in benefits as the current primary plan in force as of December 1, 2014. Also due to the changes in costs and the law regarding health insurance, the county agrees that a regular search for the most appropriate and economic plan shall be made. The Chairman of the County Board or his designee(s) and one representative from the bargaining unit shall be

eligible to meet with the insurance providers or representatives to discuss any plan and changes and have the right to comment on the health insurance plan. A notice of any proposed changes, along with the pertinent will be given to the Union two (2) weeks before any change will take effect and no change in the plan will occur without notice to and an opportunity of the bargaining unit representative to comment on the same.

The County will adopt an S-125 plan, which shelters qualifying insurance premiums (for health insurance offered through the County) for the Employee. Participation in the plan is voluntary. Open enrollment for health insurance will be at least one time per year. New employees shall be eligible to participate in the health insurance program after sixty (60) days of full-time continuous service.

The County currently has a health insurance program in place. Effective January 1, 2015 and for the balance of the contract term, the Employer will pay all but the federal maximum allowed to be charged to a single employee without dependents. For the contract year 2013-2014, that premium is set at \$110.00 per month. The premium for a single no dependent employees will be calculated using the lowest salary for a full-time regular Vermilion County employee.

The County may offer voluntary supplements to the plan but will not supplement premiums for such voluntary supplements to the primary plan.

### **ARTICLE 19 - RETIREMENT**

Section 19.01 All employees who work at least six-hundred (600) hours per year or twelve (12) hours per week are required to participate in the Illinois Municipal Retirement Fund.

### **ARTICLE 20 - GENERAL PROVISIONS**

Section 20.01 Copies of any documents which could be detrimental to an employee's future promotion, transfer, 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 20.02 Employees will be paid by check on a bi-weekly basis.

Section 20.03 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 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. The Sheriff's agreement to use progressive and corrective disciplinary action

does not prohibit the Sheriff in any case from imposing discipline which is commensurate with the severity of the offense.

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 arbitration 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).

<u>Section 20.04</u> Examples of causes for immediate discharge include: possession of or drinking of intoxicating liquor on the job; reporting for duty under the influence of liquor; refusal to follow supervisory instructions; possession of and/or under the influence of illegal drugs; or fighting at work; conviction of a criminal offense; use of position for personal advantage; or any cause or rule violation for which corrective action is not considered to be appropriate.

Section 20.05 Other Disciplinary Action. The Employer shall not discharge an employee without just cause. In respect to disciplinary action, except as provided in Sections 20.04 and 20.06, the following steps will generally be followed in the event of other misconduct or violations of rules for which corrective discipline is considered to be appropriate:

First Violation
 Second Violation
 Third Violation
 Fourth Violation
 Written Reprimand
 Second Written Reprimand
 Final Warning/suspension
 Discharge

### Section 20.06

### (a) Absenteeism:

Employees shall be considered to be in violation of the Sheriff's absenteeism policy based on the following:

- a) The employee has used all personal time off provided by the County.
- b) The employee is not eligible for Family Medical Leave Act time off. Provided, however, the employee must request FMLA leave.

The Employer shall inform the employee, in writing, when the employee has eight (8) hours of personal time left for use. When all personal time is used and the employee does not report for duty or is absent for a portion of a day, the following disciplinary action shall apply:

First violation: Time off shall be granted with no compensation. A letter shall be placed in the employee's personnel file indicating that a first offense has taken place.

Second violation: Time off shall be granted with no compensation. The time off shall be followed with a one day suspension for the absence. Any time off in excess of a portion of the day or one full work day shall apply to this Section. If multiple days are taken off, the Third violation below shall immediately apply.

Third violation: Immediate dismissal.

This cycle of discipline shall commence upon the signing of this Agreement and shall not be retroactive. Employees shall not have three violations in a five year period of time.

Section 20.07 Copies of all warning notices, as described above, shall be mailed to the Labor Council office. When an employee is discharged, notice in writing shall be given to him and a copy thereof shall be mailed to the Labor Council and the employee may request an investigation as to his discharge. Grievances on discharges must be filed within the time limits set forth in the grievance procedure, above, or will not be considered.

<u>Section 20.08</u> The County has and will maintain general liability insurance coverage for Correctional Officers (Bodily Injury and Property Damage, Personal Injury, Errors and Omission, Civil Rights).

Section 20.09 The Employer and the Union agree to meet at the request of either party to discuss matters of safety or labor-management relations during the term of this Agreement. The times and places of such meetings shall be mutually agreed.

Section 20.10 The Employer agrees to follow all Federal and State laws, as amended.

### ARTICLE 21 - UNION BUSINESS, STEWARDS, AND BULLETIN BOARDS

<u>Section 21.01</u> Duly authorized non-employee representatives of the Labor Council on the basis of prior arrangement 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 where necessary for purposes of administration of this Agreement. Such activities will be conducted without interruption or interference with the Employer's operations.

Section 21.02 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 21.03 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 requirement.

Section 21.04 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 two (2) stewards and one (1) alternate on any shift. There shall be no more than one (1) steward and one (1) alternate steward for the Records Clerks.

Section 21.05 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.

### ARTICLE 22 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 22.01 This Agreement is the entire agreement between the Employer and the Union. 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) and Sections 4 & 7 of the Illinois Public Labor Relations Act.

The Parties acknowledge that during the negotiation 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 Union 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 (except as stated above) 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.

Section 22.02 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 23 - DURATION AND TERMINATION**

### Section 23.01 – Term of the Agreement

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 August 17, 2022, until November 30, 2025, and thereafter from year to year, unless written notice is served by either Party upon the other at most one hundred and twenty (120) 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.

<u>Section 23.02</u> The parties agree that any retroactive increases in this Agreement are applicable only to those bargaining unit members employed by the Employer at the time of its ratification by both parties.

Section 23.03 The Parties agree that this contract shall supersede any other contract in place during the term of this Agreement.

### **SIGNATURES**

FOR THE EMPLOYER:	FOR THE LABOR COUNCIL:
Vermilion County Sheriff Vermilion Co. Public Safety Bldg. Danville, Illinois 61832  County Board Chairman Vermilion County Administration Building 201 N. Vermilion Danville, Illinois 61832	Illinois F.O.P. Labor Council 974 Clock Tower Drive Springfield, Illinois 62704  Vermilion Co. Corrections Bargaining Unit  Vermilion Co. Corrections Bargaining Unit
	Vermilion Co. Corrections Bargaining Unit
Signed this 6th day of October	, 2022 by the Labor Council and the Employer.

### DUES AUTHORIZATION FORM ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL 974 CLOCK TOWER DRIVE SPRINGFIELD, ILLINOIS 62704

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(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. Please check with your tax preparer regarding deductibility.



GRIEVANCE FORM (use additional sheets where necessary)

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