

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF VERMILION / VERMILION COUNTY SHERIFF

Deputy Unit

August 17, 2022 – November 30, 2025

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TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE..... 1

ARTICLE 2 - RECOGNITION..... 1

ARTICLE 3 - LABOR COUNCIL DUES CHECK-OFF 1

ARTICLE 4 - NO STRIKE/NO LOCKOUTS 1

ARTICLE 5 - RIGHTS RESERVED BY THE EMPLOYER 2

ARTICLE 6 - WORKDAY, WORKWEEK, AND OVERTIME 3

ARTICLE 7 - SENIORITY 5

ARTICLE 8 - USE OF THE MASCULINE..... 7

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE..... 7

ARTICLE 10 - PERSONAL LEAVE..... 8

ARTICLE 11 - LEAVES OF ABSENCE..... 9

ARTICLE 12 - VACATIONS 10

ARTICLE 13 - FUNERAL LEAVE..... 11

ARTICLE 14 - HOLIDAYS & HOLIDAY PAY..... 12

ARTICLE 15 - JURY DUTY 13

ARTICLE 16 - LIFE AND MEDICAL INSURANCE..... 13

ARTICLE 17 - UNIFORMS..... 14

ARTICLE 18 - WAGES 14

ARTICLE 19 - GENERAL PROVISIONS 16

ARTICLE 20 - LABOR COUNCIL BUSINESS, STEWARDS, AND BULLETIN BOARDS . 17

ARTICLE 21 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING 18

ARTICLE 22 - DURATION AND TERMINATION..... 19

SIGNATURES..... 20

APPENDIX A - SENIORITY ROSTER 21

APPENDIX B - DUES AUTHORIZATION FORM 22
APPENDIX C - GRIEVANCE FORM 23

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: All sworn deputies in the Vermilion County Sheriff's Department below the rank of Sergeant.

Excluded: The Chief Deputy, Captain, Chief Investigator, Sergeants and all other employees of the V.C.S.D.

ARTICLE 3 - LABOR COUNCIL DUES CHECK-OFF

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.

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 (under 200 hours). Callback and overtime assignments will be administered in the following manner except for those matters requiring two hundred (200) or more hours of overtime within a one (1) week or any seven (7) day period, at which case Section 06.09 will control.

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.

Section 06.09 Callback/Overtime (over 200 hours). The parties agree that in such a case requiring two hundred (200) or more hours of overtime within one week or any seven (7) day period, the provisions of Section 06.08 shall not apply. Instead, in such a case, the union Steward will attempt to use the method set out in Section 06.08 to fill the required overtime slots. In the event he is not able to fill all required slots, the Sheriff will have the right to assign deputies to overtime slots taking into account whether there are remaining deputies who have not voluntarily accepted overtime slots, the number of hours a deputy is currently assigned by virtue of regular shift duties and overtime as well as health and safety issues. The purpose is to ensure that no deputy, because of lack of seniority, is assigned an excessive amount of overtime duty and that overtime duty in this unusual situation is assigned reasonably and with concern for the ability of a deputy to properly and safely perform their duties without undue fatigue. When overtime is being assigned pursuant to this section, assignments of overtime are not grievable and the grievance provisions of the CBA will not apply to overtime assignments made by the Employer.

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

(a) Upon ratification, July 11, 2017, of this Agreement, new employees, and those re-hired after a break in service shall undergo a probationary period of fifteen (15) months during which such employees are subject to termination without rights or recourse under this Agreement.

(b) Employees hired prior to July 11, 2017 shall complete 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 the Sheriff or designee. Within ten (10) 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 suspension or greater shall go to arbitration, both as outlined in Section 19.04.
- 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 as amended by federal law from time to time. While on FMLA leave, the Employee shall be allowed to utilize any accrued benefit time. The Employee will notify the Employer of what time he wants to use and in what order, without unnecessary delay.

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:

<u>Yrs. of Service</u>	<u>Officers on 6-3 schedule</u>	<u>Vacation Days</u>
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

<u>Officers on 5-2 schedule</u>	
<u>Yrs. of Service</u>	<u>Vacation Days</u>
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 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 in Vermilion County designate less than twelve (12) holidays, then the Sheriff shall designate such additional days as necessary to establish twelve (12) holidays.

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 schedule 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 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 changes, within reason, at any time. Any insurance offered shall be substantially similar in benefits as the current primary plan in force as of 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 economical 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 or changes and have the right to comment on the health insurance plan. A notice of any proposed changes, along with pertinent data 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 the 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 S-125 plan is voluntary. Open enrollment for health insurance will be held 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 an insurance program in place. 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 example, the contract year 2022-2023, that premium is set at \$116.00 per month.

The premium for 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 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 \$300 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 Upon Ratification of Collective Bargaining Agreement

Upon ratification by both parties, the base wage of bargaining unit members employed at the time of ratification shall immediately be increased by Six Dollars and 67/100s an hour (\$6.67/hr.). This modification of the base wage of each employee shall be the basis for further increases set on a percentage level for subsequent contract years as listed below.

Additionally, upon ratification by both parties, an additional cash payment of Five Thousand Dollars (\$5,000.00) shall be paid to each bargaining unit member employed at the Vermilion County Sheriff's Department at the time of ratification. Said additional payment shall be paid in one lump sum, with legally required taxes, IMRF, and any Federal and State deductions required by law taken out of said payment. This \$5,000.00 payment shall not be considered part

of, or added to, the base wage of the employee for purposes of future wage increases. Such additional payment shall be payable at the next available payroll cycle after ratification.

Section 18.02 Base Pay

Effective December 1, 2022, bargaining unit members shall receive a 3.50% increase on their then current wage base.

Effective December 1, 2023, bargaining unit members shall receive a 3.00% increase on their then current wage base.

Effective December 1, 2024, bargaining unit members shall receive a 3.00% increase on their then current wage base.

The following salary schedules shall apply:

	<u>START</u>
Effective August 17, 2022	\$69,802
Effective December 1, 2022	\$72,245
Effective December 1, 2023	\$74,412
Effective December 1, 2024	\$76,645

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 18.03 Longevity

Effective December 1, 2021, bargaining unit employees shall be compensated at the following monthly rates for each year of service:

- a. \$42.00 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. \$46.00 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. \$49.00 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 18.04 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 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).

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

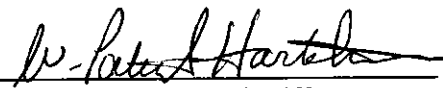
Section 22.01 This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Labor Council shall be in full force and effect from August 17, 2022 until November 30, 2025, and thereafter from year to year unless written notice is served by either party 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:

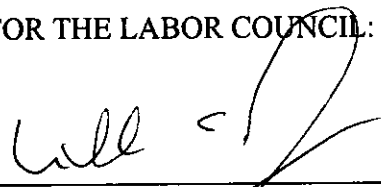


Vermilion County Sheriff
Vermilion Co. Public Safety Bldg.
Danville, Illinois 61832



County Board Chairman
Vermilion County Administration Building
201 N. Vermilion 2nd Floor
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 27th day of Sept, 2022 by the Labor Council and the Employer.

APPENDIX A - SENIORITY ROSTER

Seniority roster shall be available for inspection at the Sheriff's Office.

APPENDIX B - DUES AUTHORIZATION FORM

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

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal Email: _____

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. Please check with your tax preparer regarding deductibility.

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

Lodge/Unit No.: _____	Year: _____	Grievance No.: _____
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Date Filed: _____
Department: _____
Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s)/Sections(s) violated: _____, and all applicable Articles
Briefly state the facts: _____

Remedy Sought: _____, in part and in whole, make grievant(s) whole.

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.: _____

Year: _____

Grievance No.: _____

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

