



APR 16 2007

VERMILION COUNTY BOARD

AGREEMENT

COUNTY OF VERMILION
VERMILION COUNTY SHERIFF'S DEPARTMENT

AND

POLICEMEN'S BENEVOLENT LABOR COMMITTEE

December 1, 2006 through November 30, 2009

TABLE OF CONTENTS

<i>AGREEMENT</i>	4
<i>ARTICLE 1 - PURPOSE OF AGREEMENT</i>	4
<i>ARTICLE 2 - RECOGNITION</i>	5
<i>ARTICLE 3 - UNION DUES, CHECK-OFF AND FAIR SHARE</i>	6
<i>ARTICLE 4 - NO STRIKES, NO LOCKOUTS</i>	7
<i>ARTICLE 5 - RIGHTS RESERVED BY THE EMPLOYER</i>	8
<i>ARTICLE 6 - WORK DAY, WORK WEEK, AND OVERTIME</i>	9
<i>ARTICLE 7 - SENIORITY</i>	12
<i>ARTICLE 8 - NO DISCRIMINATION</i>	15
<i>ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE</i>	16
<i>ARTICLE 10 - PERSONAL LEAVE</i>	18
<i>ARTICLE 11 - LEAVES OF ABSENCE</i>	21
<i>ARTICLE 12 - VACATIONS</i>	22
<i>ARTICLE 13 - FUNERAL LEAVE</i>	23
<i>ARTICLE 14 - HOLIDAYS & HOLIDAY PAY</i>	24
<i>ARTICLE 15 - JURY DUTY/COURT DUTY</i>	25
<i>ARTICLE 16 - LIFE INSURANCE AND PAYROLL DEDUCTIONS</i>	26
<i>ARTICLE 17 - UNIFORMS/CLOTHING MAINTENANCE</i>	27
<i>ARTICLE 18 - WAGES</i>	28

<i>ARTICLE 19 - RETIREMENT</i>	<u>31</u>
<i>ARTICLE 20 - GENERAL PROVISIONS</i>	<u>32</u>
<i>ARTICLE 21 - UNION BUSINESS, STEWARDS. AND BULLETIN BOARDS</i>	<u>34</u>
<i>ARTICLE 22 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING</i>	<u>35</u>
<i>ARTICLE 23 - DURATION AND TERMINATION</i>	<u>36</u>
<i>ADDENDUM - VERMILION COUNTY</i>	
<i>FAMILY AND MEDICAL LEAVE ACT BENEFITS</i>	<u>37</u>

AGREEMENT

This Agreement is entered into this 8th day of May, 2007, by and between the County of Vermilion and the Vermilion County Sheriff, hereinafter referred to jointly as the Employer, and Policemen's Benevolent Labor Committee, hereinafter referred to as the Union.

ARTICLE 1

PURPOSE OF AGREEMENT

It is the purpose of this Agreement to:

01.01 Assure sound and mutually beneficial working and economic relationships between the Parties;

01.02 Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement;

01.03 Place in written form the Parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union through this Agreement shall continue their dedication to the highest quality of service and of protection to the County of Vermilion. Both Parties recognize this Agreement as a pledge of this dedication. It is therefore agreed as follows:

ARTICLE 2

RECOGNITION

02.01 In accordance with the Certification of the Illinois State Labor Relations Board in Case Number S-RC-98-16, 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.

Vermilion County Sheriff's Department

Clerk Typist I
Cook III
Cook I

Laundry Worker
Dietitian
Correctional Officer

Excluded from the unit are all elected officials, peace officers, supervisory, managerial, and confidential employees, short-term, and all other employees of the County of Vermilion and Sheriff's Department as defined in the Illinois Public Labor Relations Act.

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.

02.03 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

UNION DUES, CHECK-OFF AND FAIR SHARE

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 Union to be the amount required for payment of monthly membership dues and remit the sums deducted to the Union within twenty (20) working days after the deductions are made.

03.02 All bargaining unit employees who are not members of the Union and who do not become members of the Union within sixty (60) days of the effective date of this Agreement or of their date of employment, whichever is the later, and continuing during the term of this Agreement so long thereafter as they are not members of the Union shall pay to the Union each month their fair share of the costs of services rendered by the union which are chargeable to nonmembers under applicable law, as certified by the Union to the Employer, and which may not exceed the monthly dues uniformly required of members of the Union. Employer agrees to collect fair share from the date this Agreement is signed until the end of the Agreement. The Employer will collect any fair-share due prior to the signing of this Agreement upon the Union presenting to the Employer a signed agreement from the employee authorizing the deduction with the amount due stated on the agreement.

03.03 The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, or revocation of the authorization; and, the Employer shall not be obligated to deduct dues from an employee's pay during any month in which the employee's pay is less than the amount to be deducted.

03.04 The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any mistakes made in compliance with said obligation. The Union shall indemnify, defend, and hold harmless the Employer, its officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purpose of complying with this Article 3, or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provisions hereof.

ARTICLE 4

NO STRIKES, NO LOCKOUTS

04.01 There shall be no strikes, slow-downs, 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 Union 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.

04.02 Any employee who engages in any strike, slow-down, stoppage of work, or interference with production or operations, including any wildcat or sympathy strike, during the term of this Agreement shall be subject to immediate discharge and shall have no recourse under this Agreement. Stewards and all employees who hold any office or position with the Union 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.

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

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.

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.

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.

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.

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

06.01 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.

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.

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.

6.04 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.

06.04 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 06.08 will apply.

06.05 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.

06.06 An employee call 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.

Notwithstanding the language of Article 6.06 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.

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 (40) hours. Any hours accumulated in excess of (40) 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 6.06 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.

06.07 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.

06.08 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.

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 32 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 32 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.

ARTICLE 7

SENIORITY

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

07.02 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:

- | | |
|--------------------------|-------------------------------------|
| 1) Correctional Officers | Twelve Months |
| 2) All Others | Ninety (90) Days
Actually Worked |

07.03 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.

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.

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.

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 any injury or illness arising from his employment with the Employer and covered by the Workers Compensation Act, in accordance with such Act.
- 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.
- 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.

07.06.01 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.

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.

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

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

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.

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.

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

NO DISCRIMINATION

08.01 Neither the Employer nor the Union shall discriminate against any employee on account of race, creed, color, religion, age, national origin, ancestry, sex, marital status, handicap unrelated to the ability to perform, nor because of participation or non-participation in lawful Union activity.

08.02 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

A. GRIEVANCE PROCEDURE

09.01 The term "grievance," for the purpose of this Agreement, means any difference between the Employer and the employees or between the Union and the Employer concerning an alleged violation by the Employer of an express provision of this Agreement.

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. Within twelve (12) calendar days after receipt of the grievance, the Sheriff shall answer the grievance in writing.

c) If said answer is not acceptable to the Union, the grievance will be submitted to arbitration if either Party submits written notice of intent to arbitrate the grievance by certified mail within fifteen (15) calendar days after the date of the Employer's answer.

d) Failure of either Party to comply with the time limits specified herein shall be construed to be an abandonment of the position taken on the grievance by the Party failing to comply with said time limits. The time limits set forth in this Article may be extended only and without exception by written mutual agreement between the Parties.

09.03 Except as specified elsewhere herein, Union business shall be handled by stewards, committeemen, or other Union members only while off duty, unless mutually agreed otherwise.

09.04 If a grievance is to be submitted to arbitration, the arbitrator shall be selected by agreement between the Employer and the Union. Only grievances alleging violations of express provisions of this Agreement may be submitted to arbitration.

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.

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.

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.

09.08 Unless extended by written mutual agreement, the grievance and arbitration provisions of this Agreement shall expire upon the termination of this Agreement.

ARTICLE 10

PERSONAL LEAVE

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.

10.02 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:

MONTHS OF SERVICE	NUMBER OF PERSONAL DAYS ACCRUED
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.

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 request of the most senior employee(s) 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.

10.04 BANKED PERSONAL DAYS - Effective December 1, 1992, and each December 1 thereafter, 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

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.

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.

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.

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.

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.

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.

11.07 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.

11.08 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 Union official or member for purposes of Union 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.

11.09 The Employer and the Union agree to the terms of the County's Family and Medical Leave Act policy attached hereto and incorporated herein by reference.

ARTICLE 12

VACATIONS

12.01 All regular full-time employees shall earn vacation time with pay according to the following schedule:

Correctional Officers Working 6/3 Schedule

<u>Completed years of Per Month of Service</u>	<u>Earned Vacation Rate</u>	<u>Days of Service Vacation Earned</u>
1	.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

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

12.02 Years of service are based upon calendar years.

12.03 Employees accrue or accumulate vacation time or vacation pay from anniversary to anniversary.

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.

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.

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

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, step-children, mother-in-law, and father-in-law.

13.02 In the event of the death of step-brothers, step-sisters, brothers-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.

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 vernal 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 1, section 10.0 (b).

ARTICLE 14

HOLIDAYS & HOLIDAY PAY

14.01 The following fourteen (14) days shall be considered as holidays:

New Year's Day
King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Day After Christmas

The fourteen (14) dates to be observed as holidays in a normal year as determined by Chief Judge of the Fifth Judicial Circuit shall be submitted to the Union on or before December 20.

14.02 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.

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.

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.

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

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.

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.

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

15.04 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

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

16.02 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

17.01 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.

17.02 Correctional Officers shall receive an annual clothing maintenance allowance of \$400.

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

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 \$100 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

18.01 Effective December 1, 2006, bargaining unit members shall receive a 1% increase on their current base wage.

Effective December 1, 2007, bargaining unit members shall receive a 1% increase on their current base wage.

Effective December 1, 2008, bargaining unit members shall receive a 1% increase on their current base wage.

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

Salary Schedule for Correctional Officers

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
Current	27648	30907	32544
Eff. Dec. 1, 2006	27924	31216	32869
Eff. Dec. 1, 2007	28204	31528	33198
Eff. Dec. 1, 2008	28486	31843	33530

<u>Position</u>	<u>Current</u>		<u>Effective Dec. 1, 2006</u>	
	<u>Start /</u>	<u>6 months</u>	<u>Start/</u>	<u>6months</u>
Records Clerk	19706	22721	19903	22948
Cook	17560	20575	17736	20781
Laundry Worker	16072	19087	16233	19278
Dietician	19492	22506	19687	22731

	<u>Effective Dec. 1, 2007</u>		<u>Effective Dec. 1, 2008</u>	
	<u>Start/</u>	<u>6 months</u>	<u>Start/</u>	<u>6 months</u>
Records Clerk	20102	23178	20303	23409
Cook	17913	20989	18092	21198
Laundry Worker	16395	19471	16559	19665
Dietician	19884	22958	20083	23188

18.02 If a new employee has required state training provided by Police Training Institute and a waiver from the Illinois Department of Governmental Affairs, employee would start at 6-month rate.

18.03 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 no 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.

18.04 Longevity –

(a) Effective December 1, 2006, 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 rate of twenty (\$21.00) per month for each year of service after completing sixty (60) months of continuous, full-time employment, up to a maximum of \$630 per month (30 years of service).

Effective December 1, 2007, the rate shall be twenty-two (\$22.00) per month for each year of service after completing sixty (60) months of continuous, full-time employment, up to a maximum of \$660 per month (30 years of service).

Effective December 1, 2008, the rate shall be twenty-three (\$23.00) per month for each year of service after completing sixty (60) months of continuous, full-time employment, up to a maximum of \$690 per month (30 years of service).

(b) Effective December 1, 2006, bargaining unit employees who were hired as permanent, full-time employees on or before March 1, 1994, in the positions of Records Clerk, Cook, Laundry Worker, or Dietician, shall be compensated at the rate of twenty-one (\$21.00) dollars per month for the year of service ending December 1, 1993, and shall be compensated at the rate of twenty-one (\$21.00) per month for each additional year of service completed thereafter, up to a maximum of \$630 per month (30 years of service).

Effective December 1, 2007, the rate shall be twenty-two (\$22.00) dollars per month for the year of service ending December 1, 1993, and shall be compensated at the rate of twenty-two (\$22.00) per month for each additional year of service completed thereafter, up to a maximum of \$660 per month (30 years of service).

Effective December 1, 2008, the rate shall be twenty-three (\$23.00) dollars per month for the year of service ending December 1, 1993, and shall be compensated at the rate of twenty-

three (\$23.00) per month for each additional year of service completed thereafter, up to a maximum of \$690 per month (30 years of service).

18.05 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.

Effective on the 1st day of the month following approval of this contract, the Employer will pay \$184.50 per month of the premium cost for each full or part-time Employee when participating in the County sponsored health insurance plan. This amount will be paid if an employee participates in any coverage under the health insurance plan.

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

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

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

The County will also 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.

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

ARTICLE 19

RETIREMENT

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

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.

20.02 Employees will be paid by check on a bi-weekly basis.

20.03 The continued employment of every employee under this Agreement shall be contingent upon the employee's acceptable conduct, satisfactory performance of his duties, and compliance with any rules and regulations adopted by the Employer. The failure of any employee to comply with these obligations shall be grounds for discipline including oral or written reprimand, suspension and/or discharge, provided that any employee who has completed his probationary period may be discharged only for just cause.

20.03.01 When the Sheriff seeks to impose disciplinary action which must be initiated by filing a petition with the Vermilion County Merit Commission for Law Enforcement (Commission), the grievance, arbitration, and discipline provisions of this agreement shall not be applicable. Disciplinary action imposed by the Commission and any matters related to such disciplinary action may not be attacked or reviewed by means of the grievance and arbitration provisions of this agreement.

20.04 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.

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

(1)First Violation	Written Reprimand
(2)Second Violation	Second Written Reprimand
(3)Third Violation	Final Warning/suspension
(4)Fourth Violation	Discharge

20.05(a) Absenteeism:

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

1. The employee has used all personal time off provided by the County.

2. The employee is not eligible for Family Medical Leave Act time off. Provided, however, the employee must request FMLA leave pursuant to Addendum A.

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.

20.06 For purposes of applying the foregoing steps in 20.05, no violations shall be considered in effect in excess of twelve (12) months from the date on which the written warning or suspension was invoked. The Employer shall either issue its disciplinary action or issue a notice of investigation within ten (10) working days (Monday through Friday) after the Employer has knowledge of the event involved. In order to warrant discharge for cumulative offenses, it is not necessary that such offenses are of the same nature.

20.07 Copies of all warning notices, as described above, shall be mailed to the Union office. When an employee is discharged, notice in writing shall be given to him and a copy thereof shall be mailed to the Union office. Any 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.

20.08 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).

20.09 The Employer and the Union agree to meet at the request of either party to discuss matters of mutual concern during the term of this Agreement. The times and places of such meetings shall be mutually agreed.

ARTICLE 21

UNION BUSINESS, STEWARDS. AND BULLETIN BOARDS

21.01 Duly authorized non-employee representatives of the Union 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.

21.02 The Union may designate certain employees to act as stewards, and shall, within ten (10) day of such designation, certify to the Employer such designation, and the designation of any successors.

21.03 There will be no Union 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.

21.04 The Union will notify the Employer in writing of the designation of any employees as Union 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.

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 Union and directed to employees represented by the Union, pertaining to Union affairs.

ARTICLE 22

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

22.01 This Agreement is the entire agreement between the Employer and the Union.

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 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.

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

This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union shall be in full force and effect from December 1, 2006, until November 30, 2009, and thereafter from year to year, unless written notice of the desire to terminate or modify the Agreement 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 where written notice of termination is timely served, this Agreement shall terminate on the stated date of expiration, unless the Parties agree to extend this Agreement on terms which are acceptable to both Parties.

For the Union:  Date: 6-10-07

For Employer:  Date: 6-4-07
Sheriff

 Date: 5/29/07
County Board Chairman

“ADDENDUM A”

November 5, 1993

VERMILION COUNTY
FAMILY AND MEDICAL LEAVE ACT BENEFITS

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

09.07.01 Eligible Employees. To be eligible for FMLA leave benefits, an employee must:

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

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

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

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

FMLA leave may be requested for any of the following reasons:

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

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

condition that involves:

1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

2) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or

3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that, if not treated, would likely result in a period of incapacity of more than three calendar days; and for prenatal care.

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

1) The employee or family member in question is treated two or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under direct supervision of the health care provider;

2) The employee or family member is treated for the injury or illness two or more times by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider - for example, a course of medication or therapy - to resolve the health condition.

3) The employee or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic disability which cannot be cured. Examples include persons with Alzheimer's, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment.

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

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

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

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

09.07.03 Employee Responsibilities. The following procedures apply to FMLA leave:

1) An employee intending to take FMLA leave must request FMLA leave by providing 30 days written notice if the need to take FMLA leave is foreseeable, and must make a

reasonable effort to schedule FMLA leave so as not to disrupt departmental operations. If the need for FMLA leave is not foreseeable, the employee must request FMLA leave as soon as possible. A request for FMLA leave must indicate the qualifying reason for the request and the amount of time requested.

2) Employees electing to use paid days off during FMLA leave should request the same, in writing, when requesting FMLA leave, or as soon thereafter as possible.

3) Employees must provide medical certification of the serious health condition necessitating FMLA leave within 15 calendar days of a request for such certification (See, section 09.07.04). Failure to provide certification within the stated time limit may delay the FMLA approval, or the request may be denied.

4) Employees taking 10 or more consecutive days of FMLA leave due to a serious health condition may not return to work without providing medical certification of their ability to work (See, section 09.07.05).

5) Failure to return to work after FMLA leave (or any extension of FMLA leave) will result in termination of employment, unless a leave of absence is granted or the absence is otherwise authorized.

6) Fraudulently obtaining FMLA leave shall be just cause for immediate termination.

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

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

09.07.05 Medical Certification of Ability to Resume Work. An employee who has taken 10 or more consecutive days of FMLA leave for the employee's own serious health condition must provide medical certification of his or her ability to return to work on the form provided by the Human Resources Director. An employee may not return to work without providing the required medical certification.

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

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

Taking FMLA leave will not result in the loss of any employment benefits accrued before the

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

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

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