

EMPLOYMENT AGREEMENT FOR AMBULANCE SERVICE DIRECTOR

THIS AGREEMENT is made and entered into this 1st day of July, 2013, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the "County"), and **GRANT CAPEL** (the "Employee", and together with the County, the "Parties").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

1. **EMPLOYMENT** - The County hereby agrees to employ Employee, and Employee hereby agrees to serve, subject to the provisions of the Agreement, as an employee of the County in the sworn position of Director of the Union County Ambulance Service. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of Director of the Union County Ambulance Service including, but not limited to, the following:

- (a) competently and efficiently direct the operations of the Union County Ambulance Service, including supervision and discipline of bargaining unit employees and formulation of management policies with regard to labor relations, and perform all duties as required by law and/or as directed by the Board of Commissioners of the County; and
- (b) maintain any and all qualifications, certificates and/or licenses as are necessary to fulfill his duties and receive any and all additional training or education as is required by law.

2. **TERM** - The term of this Agreement shall be for a period of FOUR (4) YEARS and FIVE (5) MONTHS, beginning on July 1, 2013 and running through November 30, 2017;

the following calendar year. All other vacation time unused at the end of each calendar year shall be forfeited.

Employee shall receive sick leave at the rate of one (1) day per month. Upon retirement or resignation, up to ninety (90) days of any accumulated sick days shall be paid to the Employee. Any remaining sick days shall be used toward I.M.R.F. service credit as allowed by I.M.R.F. guidelines.

Employee shall receive the same recognized holidays as hourly employees of the Union County Ambulance Service.

Employee shall keep an accurate record of days worked, vacation days, sick days and shall otherwise account for a minimum of 35 hours per week. Employee shall make this record available to the County upon request.

6. **UNION COUNTY AMBULANCE SERVICE EMPLOYEES** - Employees of the County that perform services for the Union County Ambulance Service shall be hired by the Employee. The Employee shall be responsible for all disciplinary actions regarding such employees of the Union County Ambulance Service up to and including dismissal; provided, however, prior to dismissal of any employee of the Union County Ambulance Service, the Employee shall consult with the Union County State's Attorney and the Board of Commissioners of the County regarding such dismissal.

The Employee may designate an Assistant Director from among those employees hired by the Employee. The compensation of such Assistant Director shall be fixed by the Board of Commissioners of the County.

7. **EQUIPMENT AND PERSONNEL** - The County shall provide for the Union County Ambulance Service all equipment and personnel reasonably required as determined by

the County, consistent with the financial condition of the County and upon consultation with the Employee.

8. **COUNTY BOARD MEETINGS** - Employee shall attend meetings of the Board of Commissioners of the County as scheduled and requested by the Board of Commissioners of the County and provide the Board of Commissioners of the County with any and all requested information and reports.

9. **AMENDMENT, MODIFICATION AND WAIVER** - No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Employee and by the Chairman of the Board of Commissioners of the County. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.

10. **SEVERABILITY** - In the event that any one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, activity or subject, such provisions will be constructed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

11. **SURVIVORSHIP** - The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

12. **EACH PARTY THE DRAFTER** - This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.

13. **GOVERNING LAW** - This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

14. **HEADINGS** - All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

15. **COUNTERPARTS** - This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**COUNTY OF UNION,
ILLINOIS**

EMPLOYEE

By: _____

**DON DENNY,
Chairman, Board of Commissioners**

GRANT CAPEL

ATTEST:

TERRY BARTRUFF, County Clerk

Beginning December 1, 2014:	\$60,643
Beginning December 1, 2015:	\$61,856
Beginning December 1, 2016:	\$63,094

The County shall provide the Employee with a vehicle to be used solely in performing his duties under this Agreement. In the alternative, the Employee shall be reimbursed for use of the Employee's personal vehicle in performing his duties under this Agreement. Reimbursement shall be at the approved Internal Revenue Service mileage rate effective at the time of such use of the Employee's personal vehicle.

Employee shall receive any and all insurance benefits, Social Security benefits, and I.M.R.F. benefits and all other benefits as are provided to all other Union County Ambulance Service employees.

If at any time during the course of this Agreement or upon non-renewal of the Agreement, the employee shall revert back to the previous position of employment with Union County Ambulance Service and shall retain all benefits of employment based on years of service including seniority and supervisory capacity under as provided in any collective bargaining agreement between hourly employees of the Union County Ambulance Service and the County then in effect.

4. **HOURS OF EMPLOYMENTS** - Employee shall be required to devote a sufficient number of hours per week to satisfactorily perform his duties as described herein; provided, however, Employee shall work, or otherwise account for, a minimum of 35 hours per week.

5. **VACATION, SICK LEAVE AND HOLIDAYS; RECORDKEEPING** - Employee shall be entitled to four (4) weeks of vacation per calendar year during the term of this Agreement. Employee shall be allowed to carryover two (2) weeks of unused vacation time to