

AGENDA
MACON COUNTY BOARD MEETING
September 9, 2021, 6:00 P.M.
141 SOUTH MAIN, ROOM 514
DECATUR, ILLINOIS

Caucus meetings will begin at 5:30 p.m. – NOTE that caucus meetings will not be broadcast via phone, web or other method. Only board members who are physically present at the caucus meetings will be permitted to participate. Caucus meetings are open to members of the public who wish to attend in person.

Republican Caucus will be held on the 4th floor of the County Building (room 414). Democratic Caucus will be held on the 8th floor of the County Building (room 804) Caucuses are open meetings and public comment is allowed. *Please note that public comment at caucus meetings may be limited such that all Board members may arrive at the County Board meeting on time at 6:00 p.m.*

Caucus Agendas: Any and all items appearing on the agenda for the County Board meeting may be discussed. Final action occurs only at the County Board meeting.

NOTICE TO THOSE ATTENDING IN PERSON

**CONSISTENT WITH GOVERNOR PRITZKER'S EXECUTIVE ORDER OF AUGUST 26, 2021 FACEMASKS
WILL BE REQUIRED IN ALL PUBLIC AREAS OF THE BUILDING**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. OPENING PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF MINUTES OF PRIOR MEETING**
- 6. RECOGNITIONS**
- 7. ZONING/SUBDIVISIONS**
- 8. CORRESPONDENCE**
- 9. CLAIMS**
- 10. APPOINTMENTS**

G-5305-09-21

Macon County Board Resolution to Appoint Macon County Board District 1 to replace Laura Zimmerman – Shad Edwards

11. CONSENT CALENDAR

G-5306-09-21

Macon County Board Resolution to Execute Deed to Convey Property in which Taxes were Delinquent

12. JUSTICE COMMITTEE

G-5307-09-21

Macon County Board Resolution Approving an Increase in Revenue and Expense Lines to Account for Justice Assistance Grant Funds

G-5308-09-21

Macon County Board Resolution Approving a Labor Agreement between Macon County and the Illinois FOP for Corrections Officers and Corporals

G-5309-09-21

Macon County Board Resolution Granting Permission to Dispose of Surplus Equipment

G-5310-09-21

Macon County Board Resolution Approving an Agreement with Macon County Mental Health Board for Inmate Mental Health Services at the Macon County Jail for the Term of July 1, 2021- thru June 30, 2022

G-5311-09-21

Macon County Board Resolution Approving the Purchase of an Inmate Transport Vehicle

G-5312-09-21

Macon County Board Resolution Regarding the Purchase of Copiers for the Macon County State's Attorney's Office

13. EEHW COMMITTEE

14. OPERATIONS AND PERSONNEL COMMITTEE

G-5313-09-21

Macon County Board Resolution Approving Increase in Appropriations in the FY21 Recorders Document Storage Budget

15. LEGISLATIVE COMMITTEE

16. FINANCE COMMITTEE

G-5314-09-21

Macon County Board Resolution Approving Appropriation of Funds for Copier Purchases for Auditor, Treasurer & Supervisor of Assessments

G-5315-09-21

Macon County Board Resolution Authorizing the Purchase of Metro Money to Incentivize Citizens to be Vaccinated

17. NEGOTIATIONS COMMITTEE

18. TRANSPORTATION COMMITTEE

19. EXECUTIVE COMMITTEE

20. SITING, RULES & ORDINANCE SUB-COMMITTEE

21. BUILDING SUB-COMMITTEE

22. CITIZENS' REMARKS

(Limited to 5 minutes per person and for a total of 20 minutes)

An opportunity for public comment will be provided to all those persons who are physically present and wish to do so, subject to the time restrictions set forth above.

23. OFFICEHOLDERS' REMARKS

24. OLD BUSINESS

25. NEW BUSINESS (Board Rules will be suspended)

H-2260-9-21

Macon County Board Resolution Appropriating Fund to a Purchase Right of Way Parcel from Illico Incorporated for the Macon County Beltway

26. CLOSED SESSION

27. ADJOURNMENT

**MACON COUNTY BOARD RESOLUTION
TO APPOINT MACON COUNTY BOARD
DISTRICT 1 to Replace Laura Zimmerman
- *Shad Edwards***

RESOLUTION NO. G-5305-09-21

WHEREAS, due to the August 1, 2021, resignation of Democratic Board Member Laura Zimmerman, a vacancy exists on the Macon County Board in District 1; and

WHEREAS, the Macon County Board Chairman, pursuant to his authority under 10 ILCS 5/25-11, has notified this Board that he desires to appoint the following individual to serve as a member of Macon County Board for the remainder of Laura Zimmerman's term, through November 30, 2022:

Shad Edwards
11 Montgomery Pl
Decatur, IL 62522

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby consents to the said appointment and that the above named individual shall be declared duly appointed as a member of the Macon County Board from District 1 until November 30, 2022.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED and APPROVED this 9th day of September, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
TO EXECUTE DEEDS TO CONVEY PROPERTY
ON WHICH TAXES WERE DELINQUENT**

RESOLUTION NO. G-5306-09-21

WHEREAS, the County of Macon has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

WHEREAS, pursuant to this program the County of Macon, as Trustee for the taxing districts involved, has acquired an interest in the real estate described in the attachment to this resolution; and

WHEREAS, it appears to the Macon County Board that it would be to the best interest of the taxing districts of Macon County to dispose of this interest in said property.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the Chairman of the Macon County Board is hereby authorized to execute a deed of conveyance of the county's interest, authorization, or the cancellation of the appropriate certificate of purchase as the case may be on the following real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED the 9th day of September, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh A. Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

Macon County Monthly Resolution List - September 2021

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
09-21-001	201700113	SUR	TIMOTHY JEFFRO B (CFD)	04-12-09-179-016	4,210.45	80.00	0.00	0.00	1,480.36	159.00	2,491.09
09-21-002	201700519	SUR	MATTHEW HOLT	04-12-11-378-008	983.60	80.00	0.00	0.00	378.09	159.00	366.51
09-21-003	201700520	SUR	MATTHEW HOLT	04-12-11-378-016	983.60	80.00	0.00	0.00	378.09	159.00	366.51
09-21-004	1120156M	SAL	SYMPHONI YOUNG-THOMAS	04-12-15-303-021	813.00	0.00	0.00	63.00	450.00	0.00	300.00
09-21-005	201600347	DEF-REC	GRACIE FORD	04-12-11-155-028	3,699.00	0.00	0.00	0.00	1,083.42	0.00	2,615.58
Totals					\$10,689.65	\$240.00	\$0.00	\$63.00	\$3,769.96	\$477.00	\$6,139.69

[Handwritten signatures and initials in red ink]

[Handwritten signature: Jim Hudson]

[Handwritten signature: Mary G. Good]

Committee Members

**MACON COUNTY BOARD RESOLUTION
APPROVING AN INCREASE IN REVENUE AND
EXPENSE LINES TO ACCOUNT FOR JUSTICE
ASSISTANCE GRANT FUNDS**

RESOLUTION NO. G-5307-09-21

WHEREAS, the City of Decatur experienced an increase in violent gun related crime in Decatur; and

WHEREAS; the City of Decatur received 2020 Byrne Justice Assistance Grant (JAG) funds; and

WHEREAS, the City of Decatur, through an intergovernmental agreement, agrees to pay Macon County a total of \$7,357.50 of JAG funds; and

WHEREAS, it is in the best interest of the citizens of Macon County to accept these funds; and

WHEREAS, an emergency situation has occurred to amendment to the budget of the Sheriff's budget has become necessary to permit the expenditure of these funds, and

WHEREAS, it is required to expend these funds to combat violent crime, specifically gun crime; and

WHEREAS, the below increases will account for the receipt and disbursement of JAG funds;

Revenue	001-060-4900-000	\$7,357.50
Expense	001-060-5707-000	\$7,357.50

WHEREAS, the project was discussed as at the Justice Committee meeting of August 26, 2021, and by the Macon County Finance Committee on August 30, 2021, and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the Macon County Sheriff's Office request to increase revenue expense lines to account for justice assistance grant funds.

PRESENTED, PASSED and APPROVED this 9th day of September, 2021.

AYES _____ NAYS _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

**Josh Tanner, Clerk for the
County of Macon, State of Illinois**

**Kevin Greenfield, Chairman
Macon County Board**

GMS APPLICATION NUMBER 2020-H9365-IL-DJ

**THE STATE OF ILLINOIS
COUNTY OF MACON**

KNOW ALL BY THESE PRESENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND
THE COUNTY OF MACON, ILLINOIS
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 2ND day of August, 2021, by and between The COUNTY OF MACON, acting by and through its governing body, the Macon County Board, hereinafter referred to as "COUNTY", and the CITY of Decatur, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of Macon County, State of Illinois, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and,

WHEREAS, the CITY agrees to provide the COUNTY seven-thousand three-hundred and fifty- seven dollars and fifty cents (\$7,357.50) from the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$7,357.50 of JAG funds.

Section 2.

The City agrees to use \$22,072.50 for hire back overtime costs for crime suppression to include: bike hire back, foot patrols, and additional motorized patrols to address gun and gang violence.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Illinois statute.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Illinois statute.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MACON, ILLINOIS

By: _____

Its Chairman of Macon County

CITY OF DECATUR, ILLINOIS

By:  _____

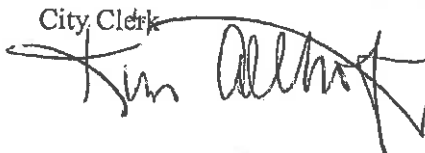
Its Mayor

ATTEST:

Sheriff of Macon County

ATTEST:

City Clerk

 _____

Grants.gov Solicitation Number: O-BJA02021-135004

THE STATE OF ILLINOIS
COUNTY OF MACON

KNOW ALL BY THESE PRESENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND
THE COUNTY OF MACON, ILLINOIS
2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT is made and entered into this 2ND day of August, 2021, by and between The COUNTY OF MACON, acting by and through its governing body, the Macon County Board, hereinafter referred to as "COUNTY", and the CITY of Decatur, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of Macon County, State of Illinois, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and,

WHEREAS, the CITY agrees to provide the COUNTY eight-thousand five-hundred and twenty-four dollars and seventy-five cents (\$8,524.75) from the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$8,524.75 of JAG funds.

Section 2.

The City agrees to use \$25,574.25 for hire back overtime costs for crime suppression to include: bike hire back, foot patrols, and additional motorized patrols to address gun and gang violence.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Illinois statute.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Illinois statute.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MACON, ILLINOIS

By: _____

Its Chairman of Macon County

CITY OF DECATUR, ILLINOIS

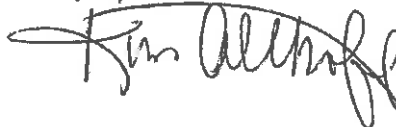
By: 
Its Mayor

ATTEST:

Sheriff of Macon County

ATTEST:

City Clerk



**MACON COUNTY BOARD RESOLUTION
APPROVING A LABOR AGREEMENT
BETWEEN MACON COUNTY AND THE
ILLINOIS FOP FOR CORRECTIONS
OFFICERS AND CORPORALS**

RESOLUTION NO. G-5308-09-21

WHEREAS, the Macon County Board Negotiations Committee has reached a labor agreement between Macon County and the Illinois Fraternal Order of Police Labor Council on behalf of the Corrections Division; and

WHEREAS, the attached contract reflects the modifications to the labor agreement with FOP that has been agreed to by all parties involved.

WHEREAS, an emergency exists in that without an amendment to the budget, the County will face potential liability exposure and interest arbitration costs if not amended.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached contract setting forth the modifications to the labor agreement between Macon County and the Illinois Fraternal Order of Police Labor Council on behalf of the Corrections Division effective December 1, 2020 thru November 30, 2023.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective retroactive to December 1, 2020.

PRESENTED, PASSED and APPROVED this 9th day of September, 2021

AYES _____ NAYS _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

**Josh Tanner, Clerk for the
County of Macon, State of Illinois**

**Kevin Greenfield, Chairman
Macon County Board**

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF MACON AND THE SHERIFF OF MACON COUNTY

**Correctional Officers and
Corrections Corporals**

12/01/2020 – 11/30/2023

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Agreement is entered into by the County of Macon, body politic, and the Sheriff of Macon County, hereinafter referred to as the "Employer", and the Illinois F.O.P. Labor Council on behalf of and with the bargaining unit members in the Corrections Division of the Macon County Sheriff's Office, hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all regularly scheduled full-time Correctional Officers, Corrections Corporals of the Macon County Sheriff's Department, excluding supervisory, confidential, managerial, executive, craft, student-interns, temporary, seasonal and casual employees.

ARTICLE 2 NEW CLASSIFICATION AND VACANCIES

Section 2.01

The Employer agrees to negotiate with the Union concerning any newly created classifications, which fall within the scope of the bargaining unit.

Section 2.02

Supervisors may continue to perform bargaining unit work, which is incidental to their jobs. Supervisors may also perform bargaining unit work in emergency situations. Such work by supervisors shall not cause any layoffs or reduction of hours of bargaining unit employees.

Section 2.03

Temporary, seasonal, or non-law enforcement employees shall perform bargaining unit work only with the assistance of an employee from within the bargaining unit.

No bargaining unit employee shall suffer any loss of benefits because of duties being performed by a non-bargaining unit employee.

ARTICLE 3 NO STRIKE / NO LOCKOUT

Section 3.01

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

Section 3.02

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union.

Section 3.03

In the event of action prohibited by Section 3.01, above, the Union shall immediately disavow such action and request the employees return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.04

Upon the failure of the Union to comply with the provisions of Section 3.03, above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 3.05, below.

Section 3.05

Any employee who violates the provisions of Section 3.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 3.01, above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 3.06

Nothing contained herein shall preclude either party from obtaining judicial restraint in the event either party violates this Article.

ARTICLE 4 DUES DEDUCTION / FAIR SHARE

Section 4.01 – Dues Deduction

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Labor Council dues in the amount certified by the Labor Council from the pay of all employees covered by the terms of this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Labor Council at the address designated by the Labor Council together with an itemized statement, on or before the fifteenth (15th) day of the month immediately following the month in which the amount was withheld. Such dues shall not be changed more than once annually.

Section 4.02

The Labor Council hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of compliance with the terms and conditions of this Article.

ARTICLE 5 UNION ACTIVITY

Section 5.01

The Employer shall provide a bulletin board space for the Union's use. The terms posted shall not be political, partisan or defamatory in nature.

Section 5.02

The Union agrees to provide written notification to the Employer within ten (10) working days following election or selection of Union representatives, stewards or other Union officials to enforce the contract.

Section 5.03

A maximum of three (3) employees may request a leave of absence with pay to attend Union meetings / negotiations. The request must be submitted in writing at least three (3) days prior to the requested leave of absence. Approval of the leave is at the discretion of the Sheriff. Such permission shall not be unreasonably withheld.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.01 – Definition of a Grievance

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 6.02 – Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees.

Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 6.03 – Subject Matter

Only one subject matter shall be covered in any one grievance. A written grievance shall contain a statement of the grievant's complaint, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 6.04 – Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3.

Time limits at any step of the grievance procedure may be extended by mutual written agreement of the parties.

Section 6.05 – Grievance Meeting

Two (2) employees (the grievant and/or a Union steward) per work shift shall be excused from work with pay for grievance meetings with the Employer. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employees shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

Section 6.06 – Steps in Procedure

Step 1: The employee, alone or with a Union representative, shall orally contact his immediate supervisor within ten (10) working days after he knew or should have known of the cause of such grievance. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his/her safety. The employee's immediate supervisor shall, within ten (10) working days, orally inform the employee of his decision. The "work day" shall be defined as any day on which the Employer's administrative offices are open and conducting business.

Step 2: If the grievance is not settled at the first step, the Union shall prepare a written grievance and present it to the Sheriff no later than ten (10) working days after the events upon which the grievance is based occurred. Within ten (10) working days after the grievance is presented at Step 2, the Sheriff shall discuss the grievance with the Union and the grievant. The Sheriff shall respond in writing within ten (10) days following the meeting.

Step 3: If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within ten (10) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to arbitration. The parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternative strikes by the Employer representative and the Labor Council representative. The party striking first shall be determined by a toss of a coin. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Decatur, Illinois, unless mutually agreed otherwise.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such a preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

ARTICLE 7 HOURS OF WORK

Section 7.01 – Work Period

The regular scheduled shall consist of a 6/2 – 6/3 rotation. By agreement, the Sheriff has agreed to allow for a trial schedule for a period of up to one year. The current, agreed upon trial schedule is 12.25 hour shifts with a one-hour unpaid lunch. At any time after six months, the Sheriff or the FOP, may opt to revert back to the 6/2 – 6/3 schedule. If the decision is not made to revert back to the 6/2 – 6/3 schedule prior to 9/1/2022 the trial schedule shall become permanent.

Section 7.02 – Work Day

The regular scheduled work day shall consist of up to eight (8) consecutive hours of work within a twenty-four (24) hour period. During a trial schedule, which employee understands is something the Sheriff is agreeing to by their request, or if a trial schedule becomes permanent, the regular scheduled work day may exceed the eight (8) hour within a twenty-four (24) hour period, but will not exceed eighty (80) hours of normally scheduled work per pay period.

Section 7.03 – Work Schedules

Work schedules showing the employee's shifts, assignments and work days shall be posted on all department bulletin boards on the 28th of the month for the succeeding month. All shifts shall have regular starting and quitting times and employees must be at their assigned positions and ready to perform duties at the established starting time of their work shift.

There shall be squad meetings at the beginning of each shift consisting of fifteen (15) minutes in length.

Section 7.04 – Overtime Compensation

During a trial schedule, or if a trial schedule becomes permanent, overtime will not accrue based on an employee's hours worked if they are the agreed upon regularly scheduled shift hours. For example, if the employee agrees to a twelve hour and fifteen minute (12.25) workday, overtime will not accrue until an employee works beyond that twelve hour and fifteen minute shift within twenty-four (24) hours.

When not in a trial schedule or if a trial schedule reverts back to 6/2 – 6/3 rotation, the parties agree that overtime shall be computed on a daily basis. Any work in excess of eight (8) hours shall be considered overtime and compensated at time and one-half (1½) times the employee's base hourly rate. All work in an employee's regularly scheduled day off shall be considered overtime and compensated at time and one-half (1½), except that Correction Officers and Correction Corporals shall not receive extra compensation for training pursuant to Section 26.02. In lieu of overtime compensation, at the discretion of the employee, the employee may earn compensatory time off at the rate of one and one-half (1 ½) hours for each hour worked for which overtime compensation would otherwise be paid. Compensatory time off may be accrued up to a maximum of ninety-six (96) hours. An employee who has accrued ninety-six (96) hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation. These ninety-six (96) hours of compensatory time shall be a "rolling" ninety-six (96) hours (i.e. an Employee has 96 hours; uses 8 hours; can now accrue another 8 hours). Overtime to be paid in cash shall be paid in the payroll period it is earned, if possible, or in the next payroll period at the latest.

Section 7.05 – Overtime Distribution and Equalization

Overtime will be posted and assigned through the VCS software system. Overtime that is not voluntarily accepted or is otherwise unfilled will be assigned or mandated. Such mandates may be assigned from officers on shift, officers on the previous shift, or the following shift. Federal overtime will be assigned on a first to volunteer basis.

Mandated overtime shall be assigned as follows: The least senior person available will be the first officer mandated. That officer will not be subject to mandate again until each officer has been mandated. Every officer is entitled to one mandate refusal per calendar beginning 1/1/2022. That refusal will only remove that officer from the mandate that day, they would remain eligible for the next mandate.

An officer who volunteers or is mandated to work an overtime period when called in must be at the facility and ready to work within one (1) hour.

In some transport or other emergency situations that may require overtime, the Sheriff may assign a specific correctional officer for this type of detail due to extenuating circumstances or exigency.

If allowing an employee's request for ACD (Accumulated Compensation Days) time would necessitate calling in for overtime, such request may be denied.

Section 7.06 – Meal and Rest Periods

Employees shall be granted a meal/rest period during each shift. The meal/rest period shall be scheduled at, or as close to possible, the middle of the shift. Meal/rest period scheduling shall be at the direction of the shift supervisor and shall consist of one (1) hour, unpaid. Meal periods may be interrupted to meet the operating needs of the Department.

Employees, who for any reason, shall be compelled to work beyond their regular work shift (quitting time) into the next shift, for a period of six (6) hours or more, shall, when feasible, receive a thirty (30) minute meal/rest period during the next shift.

Section 7.07 – Call-back Pay

Employees who are called in to work outside their normal work schedule shall be compensated for a minimum of two (2) hours at the appropriate overtime rate, or the actual hours worked at the appropriate overtime rate, whichever is greater.

Section 7.08 – Officers Assigned to Court

Assigned Officers shall work the 5/2 schedule (Monday through Friday). Normal working hours will be determined by the Sheriff at his discretion to best serve the needs of the Office and the duties of court officer. Officers assigned to court may be assigned overtime. Weekend bond court will be rotated among officers assigned to court.

Section 7.09 – Duty Trade

Employees shall be allowed to trade duty shifts by submitting a written request to each employee's respective shift supervisor prior to the start of the affected employee's shift, as long as the following conditions are met:

1. The duty shift trade occurs within the same pay period;
2. Prior supervisory approval from any and all effected shifts must be obtained;
3. The duty shift trades do not create overtime; and
4. Payroll and time records have to accurately report who has worked and when.

Once an employee has agreed to trade duty shifts, the employee cannot use benefit time, other than sick leave, to avoid working the traded duty shift. Sick Leave may only be used if the employee is sick. Upon returning to work, the employee must bring in verification from a doctor that they were sick.

Section 7.10 – Officers Assigned as Classification Officer

An officer assigned as the Classification Officer shall work a 5/2 schedule (Monday – Friday). Normal working hours will be determined by the Sheriff at his discretion to best serve the needs of the Office and the duties of classification officer. Officers assigned to classification may be assigned overtime.

ARTICLE 8 SENIORITY / LAYOFFS / VACANCIES

Section 8.01 – Probation

All employees shall serve a probationary period of twelve (12) months from date of hire in the bargaining unit. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the twelve (12) continuous month probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire in the Corrections Unit of the Sheriff's Department.

Section 8.02 – Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service in the Corrections Bargaining Unit since the employee's last date of hire.

Classification/Rank seniority is defined as the employee's length of continuous full-time service in a classification/rank covered by this Agreement from the date of promotion to that classification/rank. Employees promoted on the same day will have their classification/rank seniority determined by the Employee's Seniority as defined above.

Employees hired on the same date will draw lots to determine their placement on the seniority list.

Section 8.03 – Seniority for Vacations

It is recognized that seniority shall be a factor for two or more employees seeking a vacation period at the same time.

Section 8.04 – Seniority for Shift Assignment

Between January 1st-15th, shift assignments shall be posted for bid by seniority; Corporals shall utilize their classification/rank seniority. The new shift assignments shall be effective February 1st.

No additional premium compensation liability shall result from or be claimed as a result of this shift bidding process.

The foregoing shall apply only to non-probationary employees. The Sheriff shall retain the right to assign any probationary employee to whatever shift he determines, in his discretion, as well as to do so as to any non-probationary employee who fails to file a timely bid.

If, as a result of the above process or as a result of a voluntary quit or a discharge, the Sheriff determines the shift or shifts lack(s) sufficient experienced personnel, he may reassign the employee(s) lowest in seniority from the other shifts to achieve the desired balance of experienced personnel.

For shift bid purposes, probationary employees shall be treated as "extras" and will not be assigned to fill positions otherwise subject to shift bidding. If an employee voluntarily quits, is discharged, retires or dies, the vacated position shall be treated as a vacancy and offered to the next person who had bid on and not received that shift, so long as the individual has been through the required training and is certified by the state. The resulting vacant position shall be open to filling by the normal bidding process. If an employee transfers into the unit during the year, he/she shall be required to wait until the annual shift bidding date to exercise his/her seniority for such purpose.

Section 8.05 – Loss of Seniority

Seniority and the employment relationship shall be broken and terminated if an employee:

1. quits;
2. is discharged;
3. is absent from work three (3) consecutive working days without notification to and approval by the Employer, unless unable to notify for physical or other reasonable excuse;
4. is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;

5. fails to report for work at the termination of a leave of absence;
6. if an employee on a leave of absence for personal or health reasons accepts other employment without permission;
7. if he/she is retired.

Section 8.06 – Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees at least twice a year.

Section 8.07 – Layoffs

When the Employer determines that layoffs are necessary, it shall also determine the number of employees to be laid off and the classification(s) where the layoffs are to occur. Employees shall be laid off by seniority within the classification selected for layoff(s) with the least senior employee being laid off first. Employees will be given a twenty (20) day notice prior to the date the layoff is to take place.

Section 8.08 – Recalls

Employees shall retain recall rights for two (2) years if the Employer authorizes that a vacancy be filled. Employees on layoff with recall rights who have held the classification previously shall be recalled based on their seniority.

Employees who are eligible for recall shall be given three (3) calendar days' notice of recall by registered or certified letter sent to the employee's last known address.

It is the responsibility of an employee on layoff to provide the Employer with his/her latest mailing address. The employee must notify the Employer within three (3) days after receipt of the notice whether the employee will accept the recall.

Section 8.09 – Promotion for Correction Officer Corporal

1. Eligibility

To be eligible for promotion to Correctional Officer Corporal, a candidate must:

- (a) Have served successfully as a full-time non-probationary Correctional Officer for a period of eighteen (18) months.
- (b) At the time of notification of holding of the examination for promotion, the candidate must not be in any of the following categories.
 - (i) Under suspension;
 - (ii) On a leave of absence, except for military service, for fifteen (15) or more days.
- (c) Possess above average performance evaluation report for the previous year.

2. Procedure: After meeting these minimal standards, the candidate:
 - (a) Must file a formal application with the Sheriff.
 - (b) Take and successfully pass any written or oral promotional examination for the rank offered.
 - (c) Should have reasonable knowledge regarding the job responsibilities for all duty stations. This is not a grievable issue.
 - (d) Must be found to be acceptable in physical and mental conditions after proper examinations, when required.
 - (e) Be adjudged to be qualified and placed upon a list of eligible applicants for selection or rejection by the Sheriff. Officers shall be permitted to provide written accounts as to the qualifications of each candidate; the written comments must be signed by the officers.
 - (f) Be selected from the eligible candidates and appointed to the appropriate rank by the Sheriff when a vacancy or vacancies occur.
 - (g) Serve successfully a probationary period of one (1) year during which time he/she shall be subject to be returned to his/her previous rank by the Sheriff.

3. Certification:

After successfully completing the probationary period required in 2(f), the Sheriff shall certify the member as having established his/her rank.

4. Eligible Candidates:

The eligible candidates shall be notified, in writing, by the Sheriff, at the completion of each promotional procedure. Those candidates eligible shall remain so for a period of one (1) year from the date of notification.

5. Voluntary Reduction in Rank:

- (a) If an employee desires a voluntary reduction in rank, he/she shall submit such request in writing to the Sheriff.
- (b) Within fourteen (14) days of receipt of such request, such employee shall return to his/her position prior to his/her promotion and shall be paid at the applicable rate for that position at the time the reduction becomes effective and all records shall be adjusted accordingly.
- (c) The affected employee shall not lose any seniority or benefits as a result of such voluntary reduction.

ARTICLE 9 DISCIPLINE / DISCHARGE

Section 9.01

An employee may be disciplined or discharged by the Employer for just cause.

The Employer agrees with the concept of corrective discipline. Therefore, disciplinary action or measures considered appropriate shall include the following:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension (notice to be given in writing); and,
- d. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the disciplinary meeting.

Section 9.02 – Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 9.03 – Pre-disciplinary Meeting

For discipline other than oral or written reprimands, prior to notifying the employee of the measure of discipline to be imposed, the Employer shall notify the employee in writing and then shall meet with the employee involved and inform him/her of the reason for such disciplinary action, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his/her contract rights to Labor Council representation and shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a Union representative shall, nevertheless, be entitled to be present as a non-active participant at any and all such meetings.

Section 9.04

Employees shall have the right to Union representation by the Labor Council or a local unit representative of their choosing during any questioning by the Employer that the employee reasonably believes could lead to discipline. The Sheriff shall comply with the provisions of the Illinois Uniform Peace Officers' Disciplinary Act in conducting any formal investigation as defined in the Act.

Section 9.05 – Oral and Written Reprimands

In cases of oral and written reprimands, the supervisor must inform the employee that he/she is receiving an oral or written reprimand. The Employer will provide notice to the Union as

soon as possible. Union representation shall be provided if so requested after the employee has been informed of his/her right to representation. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents, if any.

ARTICLE 10 HOLIDAY / SHIFT COMPENSATION

In consideration of holidays, shift work and the demand of scheduling personnel on the basis of twenty-four (24) hours a day, seven (7) days a week, persons within the bargaining unit shall receive an annual sum equal to six percent (6%) of their annual salary rate, as of the 30th day of November, during each year of the term of this Agreement. This sum shall be paid annually, in a separate check, in one payment December 1st beginning on December 1, 2016 for the 2015-2016 budget year. Prior to that single payment, holiday pay shall be paid in four (4) equal installments on March 1st, June 1st, September 1st, and December 1st. Said payments shall not be included in the regular payroll check, if any, that is paid during the heretofore mentioned ten (10) day period.

The six percent (6%) sum shall be accrued annually on the basis of five-tenths of a percent (0.50) for each full month of employment, following the first (1st) day of December, through the thirtieth (30th) of November, during each year of the term of this Agreement, commencing on the first (1st) day of the month following ratification of this Agreement by both parties. An employee who resigns or retires will receive a pro-rated payment based on his/her full months of employment following December 1.

ARTICLE 11 REIMBURSABLE ABSENCE

Regular full-time employees are eligible for paid time off hours for the following reasons and in accordance with the following conditions and procedures:

Section 11.01 – Sick Leave

An employee shall earn eight (8) hours per month of service as sick leave. The employee may utilize sick leave for absences due to an illness, injury, medical, or dental appointment of the Employee, Employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for reasonable periods of time as the Employee's attendance is necessary. The employee must notify and gain approval from their supervisor of the intended use of sick leave as soon as possible and no later than ninety (90) minutes prior to the start of the employee's work shift. Sick leave used for a sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent may not exceed the sick leave earned in a six-month period.

Sick leave may be carried over from year to year and may be accumulated up to two hundred forty (240) eight hour days. Unused sick leave upon retirement shall be utilized according to the Illinois Municipal Retirement Fund Regulations to extend retirement benefits. When an employee dies or retires (either normal or disability), the employee, or the employee's beneficiary in case of death, may elect to receive a sick leave buy out payment at the rate of fifty percent (50%) of the employee's accumulated sick leave up to a maximum of one hundred twenty (120) accumulated sick leave days (i.e., the maximum sick leave buy out shall be sixty (60) days at the prevailing rate of pay at death or retirement). Employees hired after June 1, 2015 may use unused sick days according to Illinois Municipal Retirement Fund Regulations to extend retirement benefits.

However, employees hired after June 1, 2015 will not be paid any sick leave buy out of employee's accumulated sick leave upon retirement or death.

Eligible sick day buyout is set forth in the above paragraph. Employees that are entitled to be paid for sick leave buyout at time of death or retirement shall be paid pursuant to one of the two following options:

1. If this option is selected, the employee will receive a bonus in addition to the sick leave buy out and the accrued vacation buy out set forth below: There is no sick day buyout for employees hired after June 1, 2015.

Vacation Pay and Sick Time Buyout Chart to be paid forty-five (45) days after retirement or death

0-5 Days	\$200.00
6-10 Days	\$400.00
10-25 Days	\$500.00
26-50 Days	\$1,000.00
51 or more Days	\$2,000.00

2. As an alternative to being paid sick days forty-five (45) days following retirement or death, employees may, at any time during their employment, after 15 years of employment, and at least four (4) years prior to retirement, cash in their buyout sick leave up to the limit they may receive. There is no sick time buyout for employees hired after January 1, 2015. The cashed in sick days will be invested into the county 457 Investment Plan as directed by the employee. An employee electing this option will also be paid their accrued vacation days and remaining buyout sick days, if any, that have not been bought out, pursuant to the above buyout chart. Alternatively, the Employee may elect to receive directly instead of investing in the 457. One of these options may be elected on the conditions it does not trigger an Early Payment Obligation with IMRF.
3. This section is to eliminate the Employers IMRF Early Payment Obligations. The parties agree that if an Employee has ten (10) days of sick leave that have not been cashed out they may be compensated for up to ten (10) days of sick time at the time of retirement. If this triggers an Early Payment Obligation Employer will satisfy this obligation without a set-off from Employee.

Section 11.02 – Personal Leave

On each anniversary date of employment, an employee shall be credited with twenty-four (24) hours of personal business leave. The employee is eligible to utilize such leave for personal needs including, but not limited to, personal business matters, attendance at weddings, and similar affairs, all subject to approval by the employee's immediate supervisor. Personal leave shall be used in not less than four (4) hour increments. The employee must submit a written request to the supervisor at least twenty-four (24) hours prior to the request to leave except in cases of emergency. Personal leave shall not be used to extend sick leave, but may be allowed to be used in conjunction with vacation as long as it is approved by a supervisor.

Employees shall be permitted to carry-over eight (8) hours of personal leave from year to year. While in the current trial schedule of 12.25 hour shifts, or if the current trial schedule

becomes permanent, employees shall be permitted to carry-over twelve (12) hours of personal leave from year to year.

Section 11.03 – Funeral Leave

Upon request, all employees shall be granted three (3) days paid leave upon the death of his/her spouse, children, father and mother, and may be granted up to three (3) days paid leave upon the death of his/her step-parent, grandparents, spouse's grandparents, brother, sister, step-children, father-in-law, mother-in-law, brother-in-law and sister-in-law, or any person living in the employee's household, for the purpose of attending their funeral. The duration of the leave shall be approved by the Sheriff and leaves longer than three (3) days may be granted without pay for funerals further than five hundred (500) miles from Decatur.

Section 11.04 – Jury or Subpoena

An employee called for jury duty shall have leave, with pay, to perform that duty. Also, if an employee receives service of a subpoena, he/she shall have leave with pay. Any pay received for jury or witness service shall be turned over to the County Treasurer, except that the employee may retain an amount to cover mileage reimbursement. Any employee may also keep any pay for service performed on a regularly scheduled weekend, or while on vacation. Employees shall return to work if the jury is dismissed and one (1) hour or more remains in the work day.

Section 11.05 – Service Connected with Injury

An employee who suffers an on-the-job injury shall be covered under the Illinois Workers' Compensation Act and the Public Employee Disability Act.

Section 11.06 – Exhaustion of Paid Time-Off Hours/Leave Without Pay

In no event shall an employee utilize PTO prior to accrual. In those cases where the entitlement to FTC has been exhausted, the Sheriff may consider applications for extended leave without pay, where the employee has at least one (1) full year of continuous service and there is substantial evidence that the employee will be able to return to work. Such extended leave without pay shall be granted for not more than one (1) year and shall be granted under restrictions and/or conditions as the Sheriff deems appropriate.

Section 11.07 – Illness or Injury Leave

Employees who have utilized all of their accumulated FTC and are unable to report to or back to work because of the start, or continuance of, their sickness or injury, including pregnancy related to disability, shall receive a disability leave without pay and with only such benefits as may be required by law. During said leave, the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing of the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial

physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not arbitrarily deny such leave request.

Section 11.08 – Employee Rights after Leave

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same position in which the employee was incumbent prior to the commencement of such leave.

Section 11.09 – Failure to Return from Leave

Failure to return from a leave of absence within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the Leave of Absence or as soon as physically possible.

Section 11.10 – FMLA

The Employer agrees to comply with all Federal and State laws regarding family leave.

Section 11.11 – Military Leave

The Employer will comply with State and Federal laws governing leaves for military service and reserve training.

Section 11.12 – Sick Leave Policy

The Employer and representatives of employees agree to meet in labor management meeting(s) to discuss a sick leave abuse policy and an incentive program concerning sick leave.

ARTICLE 12 VACATION

Section 12.01 – Vacation Periods

All employees covered by this Agreement shall be entitled to the following vacation periods computed from their anniversary dates of employment:

YEARS OF SERVICE COMPLETED	DAYS OF VACATION
Completion of One (1) Year	Six (6) days
Completion of Two (2) Years	Fourteen (14) days
Completion of Seven (7) Years	Twenty-one (21) days
Completion of Fifteen (15) Years	Twenty-six (26) days

Employees hired after December 15, 2011 shall be entitled to the following vacation periods computed from their anniversary dates of employment:

YEARS OF SERVICE COMPLETED	DAYS OF VACATION
Completion of One (1) Year	Five (5) days
Completion of Two (2) Years	Fourteen (14) days
Completion of Seven (7) Years	Twenty-one (21) days
Completion of Fifteen (15) Years	Twenty-six (26) days

By agreement, during a trial schedule or if a trial schedule becomes permanent, vacation will be converted to hours and employees may use vacation time in hour increments if the request is manageable by VCS and approved by Command.

If the schedule reverts back to 6/2 – 6/3, vacation time must be taken in increments of not less than one (1) day at a time. The Union and Sheriff representatives shall meet in labor management to address an equitable method for scheduling vacation time.

Vacations that are not taken within the twelve (12) month period immediately following the period in which they accrue, shall be considered waived. If vacation is requested but denied or canceled within the one year period, or if the Sheriff gives approval in writing, unused vacation shall be converted to compensatory time based on forty-eight (48) hours for each unused week of vacation to be used subject to the overtime provisions of this Agreement; alternatively, employee may carry over three (3) days of vacation time after employee has completed five years of employment.

Section 12.02

When an employee dies, is laid off, resigns or is terminated, and after having completed twelve (12) months of continuous service, the employee, or beneficiary, in case of death, shall receive, on an accumulative basis, any vacation still due to the employee as pay from the date of the termination.

Eight (8) hours of vacation pay shall be paid to the employee for each unused vacation day accrued.

Section 12.03

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period.

Section 12.04

Between February 1 and March 1 of each calendar year, employees may submit, in writing to their supervisor, their preferences for vacation, provided an employee may not submit more than three (3) preferences. Such request may include vacation through February 28 of the following calendar year. In establishing vacation schedules, the supervisor shall consider both the employee's preference and the operating needs of the department. Where the supervisor is unable to grant and schedule vacation preferences, for all employees but is able to grant some of such (one or more) employee's vacation preferences, employees shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference requests if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

Employees who file their preference by February 1 shall be notified of the vacation schedules by March 1 of that calendar year. Employees whose vacations have been approved and are moved to a different job assignment or shift shall retain their approved vacation preference.

Employees who choose not to file their preference by February 1 or who have not utilized all their vacation time shall be granted vacation on a first come, first served basis depending upon

the operating needs of the department. The Sheriff may cancel any vacation due to emergency situations.

Vacations may be approved for employees before they have accrued the time. (For example, if any employee has an anniversary date of November 1st and he or she requests vacation for November 1st then it shall be awarded.)

ARTICLE 13 INSURANCE / PENSION

Section 13.01

The Employer shall provide a plan for major health, accident, medical, hospitalization and life insurance coverage and agrees to pay seventy-five percent (75%) of the premium per month for family plan coverage and seventy-five percent (75%) of the premium per month for single plan coverage for employees. The remaining costs of the coverage shall be deducted from the employee's salary. The Employer may from time to time change the insurance carrier or self-fund its insurance program if it elects to do so. If both spouses work for the Employer, either one family insurance coverage or a single plan for each employee shall be provided at the election of the employees.

Section 13.02

The Employer shall continue to provide equal or better insurance coverage benefits for the employees. Employees will pay twenty-five percent (25%) of the premium per month for the plan selected by the employee, provided the year-to-year increase in Employee premium contribution dollar costs does not exceed an annual increase limit of fifteen percent (15%) over the previous year's contribution costs. In the event the health insurance premium costs increase exceeds the fifteen percent (15%) annual limit, or if the Employer desires to make a change in the benefits, co-pays, deductibles, and/or coverage in the County-wide insurance program applicable to the bargaining employees covered by this Agreement, the following shall apply:

- (a) Notice and Bargaining: The Employer shall notify the Labor Council in writing providing all details regarding the proposed change necessary for the Labor Council to evaluate the same and advise bargaining unit members. Such information shall include an explanation of any plan changes to be experienced by the Employer and any increased costs or reduced benefits to be borne by the bargaining unit members. The parties immediately shall engage in bargaining during the thirty (30) calendar days following receipt of the Employer's notice. In order to expedite resolution in the event of a bargaining impasse, the parties shall contact the Labor Board for a panel of arbitrators from which to select a neutral by means of alternate striking determined by a coin toss.
- (b) Dispute Resolution: Absent an agreement, the parties shall present the bargaining impasse to a binding arbitration to the neutral selected. The scheduling and conduct of the hearing shall be informal and expedited and no post-hearing briefs shall be submitted. The arbitrator shall render his/her decision in summary fashion within fourteen (14) calendar days of the close of hearing.
- (c) Arbitrator's Authority: If an arbitration is required, the arbitrator shall have the authority to:
(i) issue an award adopting or rejecting any or all of the changes sought by the Employer; and
(ii) issue an award providing for changes in benefit levels and/or coverage retroactively effective to a date not earlier than the date such changes were made

applicable to all other County Employees and officials; and (iii) such other remedies and award as the arbitrator deems appropriate.

**See Insurance Addendum attached hereto and made a part of this agreement.

Section 13.03

The Employer shall provide, at its own expense, a full \$50,000 (Fifty Thousand Dollars) of accidental death/life insurance for each employee covered by this Agreement, for and during the term hereof. Each Employee shall have the authority to designate the beneficiary of said life insurance. Employer shall furnish each new Employee with beneficiary forms for this and any other State or Federal life insurance provided by Illinois or Federal law, and keep copies of beneficiaries assigned by each Employee to be reviewed by the Employee upon request.

Section 13.04

The Employer provided hospitalization insurance program, provided for Employees covered by this Agreement, shall continue in full force and effect for a period of three (3) months, at Employer's expense, if any such Employee is subject to a layoff or officially retires, as referred to in Article 13 of this Agreement.

Section 13.05

If illness is the reason for an Employee's leave of absence, the Employee may continue, at his/her own expense, the same Employer-paid hospitalization insurance program which the Employee had before he/she went off the payroll.

Section 13.06

Employees on unpaid leaves of absence may continue insurance coverage at their own expense. As to periods of unpaid leave which are less than a full calendar month, the Employee shall reimburse the Employer for a percentage of the Employer's premium payment for the month determined by dividing the number of calendar days during the month on which the Employee is on unpaid leave status by the number of calendar days in the same month.

Section 13.07

The Employer shall contribute on behalf of the Employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by state statute.

Section 13.08 – Retiree Insurance

The Employer will make available, at its group rate, health insurance coverage for employees who retire until the time the employee becomes eligible to receive Medicare. The premium for retiree coverage will be paid in full by the retired employee.

ARTICLE 14 UNIFORMS / EQUIPMENT / PARKING

Section 14.01

The Employer shall provide unit Employees with all required uniforms, badges and equipment as determined by the Sheriff with the following minimums:

5 pairs of pants

5 short or long sleeve shirts (Employee choice)

Equipment: Radios for each officer

Five (5) Tasers shall be made available to be used by qualified Correctional Officers and Command Officers while on duty. Tasers shall be signed out by qualified Correctional Officers when reporting for duty and signed back in upon completion of duty. The unavailability of Tasers due to repair and maintenance shall not be grievable.

No hoodies, sweatshirts, or other outerwear may be worn during working hours if it is not issued as a uniform.

ARTICLE 15 NON-DISCRIMINATION

Section 15.01 – Discrimination Prohibited

Neither the Employer nor the Union shall discriminate against any Employee covered by this Agreement in a manner which would violate any applicable laws. Complaints alleging discrimination may be filed with appropriate State or Federal agencies and are not grievable.

Section 15.02 – Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of Employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such Employees because of lawful Union membership or non-membership activity or status.

ARTICLE 16 PERSONNEL FILES

Section 16.01

Upon written request by an Employee, the Employer shall permit the Employee to inspect his/her personnel file two times per calendar year. Such inspections shall occur within seven (7) days following receipt of the Employee's written request. The Employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying.

Section 16.02

An Employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his/her personnel file subject to the procedures contained in Paragraph A, above.

Section 16.03

If an Employee disagrees with any information contained in the personnel file, the Employee may submit a written statement, which will be included in the file.

Section 16.04

An oral warning or counseling at employee's request shall be removed from an Employee's personnel file if after three (3) years there have been no reoccurring violations of the documented infraction. In determining the level of discipline to be administered to the employee, the Employer shall not consider any shift counseling or oral warning which is more than three (3) years old or any written warning which is more than three (3) years old, provided there have been no reoccurring violations of the documented infractions.

ARTICLE 17 LABOR / MANAGEMENT / SAFETY COMMITTEE

Section 17.01

In order to have a safe place to work, the Employer agrees to comply with all laws applicable to its operations concerning the safety of Employees covered by this Agreement. All such Employees shall comply with all safety rules and regulations established by the Employer.

Section 17.02

If a situation exists such as would lead a reasonable person to believe his/her health or safety are in danger due to an unsafe working condition, the Employee shall immediately inform the supervisor, who shall determine what action, if any, should be taken in accordance with department standard operating procedures. No Employee will be discharged or disciplined for refusal to perform work in the situation described in the first sentence of this Section, unless such refusal is unreasonable.

Section 17.03

All injuries that occur during the normal work day and that are work-related must be reported to the Employee's supervisor in accordance with established rules and regulations.

Section 17.04

Representatives of the Union, not to exceed two in number, and the Sheriff and/or his representative shall meet when requested by either side to identify and correct any unsafe or unhealthy working conditions. Each party shall submit an agenda for the meeting at least one week prior to the meeting. The meetings shall ordinarily be scheduled outside normal working hours, and the Union representatives shall receive no pay for attending the meetings unless the meetings occur within the Employee's normal work hours.

Section 17.05 – Labor Management Conference

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least ten (10) days in advance by either party by placing in writing a request to the other for a Labor Management Conference and expressly providing the written agenda for such meeting. Such meetings and locations shall be limited to:

1. Discussion on the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.

3. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.
4. Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
5. Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 17.06 – Integrity of Grievance Procedure

It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at Labor Management Conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement to be carried on at such meetings.

Section 17.07 – Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a Labor Management Conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 17.08 – Union Representative Attendance

When absence from work is required to attend Labor Management Conferences, Employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such Conferences shall be limited to two (2) said Employees to be selected by the Union.

ARTICLE 18 DRUG TESTING

Section 18.01 – Drug Testing of Employees

There shall be no across-the-board or random drug testing of Employees. Where there is a reasonable cause to suspect that an Employee has an illegal drug or alcohol in his/her system, the Employee may be required to submit to a drug test.

When a supervisor suspects that an Employee has used alcohol or an illegal drug or may be under the influence to the point of impairment, the supervisor will attempt to find a representative of the Union along with another supervisor to confirm the suspicion.

Correctional Employees who discharge a firearm causing the injury or death to a person or persons, during the performance of his or her official duties or in the line of duty, must submit to a drug and alcohol testing following any such officer involved shooting. This specific testing must be completed as soon as practicable after the officer involved shooting but no later than the end of the involved officer's shift or tour of duty.

Section 18.02 – Testing Procedures

If alcohol is suspected as being in the Employee's system, a chemical test may be ordered by the supervisor by use of an intoximeter or similar breath-testing instrument certified by the State of Illinois Health Department. A certified operator will administer the test to the Employee. The Employee will be able to consult with a Union representative prior to taking the test. Results of the test will be given to the Employee and Union at the time of the test.

Any alcohol in the Employee's system may be reason to discipline the Employee. Employees are not allowed to report for duty with the odor of any alcoholic beverage on the Employee's breath or person.

Employees suspected of having taken an illegal drug or any controlled substance not prescribed by a licensed physician will be required to take a blood and/or urine test. This test may be conducted at St. Mary's Hospital, Decatur Memorial Hospital, or any lab approved by both Management and the Union.

Licensed medical professionals will conduct the test.

The Employer shall progressively and correctively discipline Employees who are found to have violated this Article. Employees who have taken prescription or over-the-counter medication shall inform Employer at the time the ordered test is given as well as the medical professionals conducting the test, and the presence of the same shall not constitute grounds for discipline. Employees who consume alcohol in the course of their duties, i.e. covert operations, shall not be subject to discipline for such activity. Employees who are called back to duty outside their normal working hours shall inform the supervisor if they have consumed alcohol so that the supervisor may determine whether or not to relieve the Employee from the call back.

Section 18.03 – Results

If the chemical analysis of the Employee's blood established that an illegal substance is present, then disciplinary action may be taken.

Section 18.04 – Retesting

A second sample may be taken at the request of the Employee. This sample may be tested at a separate lab at the cost of the Employee. The second test must be administered at a licensed lab approved by both the Employee and the Employer.

Section 18.05 – Assistance Request

An Employee may not attempt to avoid discharge or disciplinary action by requesting assistance through an Employee Assistance Program (EAP) after the violation. However, an Employee requesting assistance through the EAP prior to violations will be honored, as available in the County's EAP program. There is a zero tolerance for the use of alcohol or illegal drugs or the abuse of prescription or over-the-counter medication. Therefore, violations shall be deemed to have occurred when an Employee tests positive for the use of alcohol or illegal drugs or the

abuse of prescription or over-the-counter medication. An Employee that is suspected of using illegal drugs, or abusing prescription drugs or over-the-counter medication, may not avoid a violation of this policy by requesting assistance through an EAP after the Employee has been ordered to undergo a drug test.

Section 18.06 – The Employee Assistance Program (EAP)

Voluntary participation in the EAP allows Employees to get the medical help that they need by participating in a rehabilitation program and, at the same time, be given an opportunity to retain employment at their salary level while in the program. EAP participants with alcohol or drug problems will be given work in non-safety sensitive jobs and will continue to receive their regular pay while they participate in the EAP. The incentive for Employees who volunteer to participate in the EAP is that they will continue to receive their regular pay, even though they are working in a lower paying classification.

All participants in the Program are eligible to have their participation costs covered under the Employer's insurance program. All successful participants can return to their position with full seniority.

Overall administration of the EAP is within the authority of a Joint Labor-Management Committee. Actual rehabilitation is carried out through numerous area hospitals, clinics and organizations providing such services.

Section 18.07 – The Elements of the Employee Assistance Program

1. **Eligibility:** There will be two categories of Employees who will be eligible for assistance under the EAP:
 - (i) Category I Employees are those with alcohol or drug related problems who voluntarily request assistance. Management will not limit the number of times a Category I EAP participant may avail himself/herself of the Program; however, an Employee may be disqualified after multiple EAP referrals when the Joint Labor-Management Committee determines, upon appropriate medical advice, that rehabilitation is not likely to be successful.
 - (ii) Category II Employees are those who are subject to termination but are given the option by the Sheriff to request participation to preserve employment.

Category II Employees will not be permitted to participate in the EAP more than once in any three (3) year period in order to preserve employment. However, after successful completion of the EAP, a Category II Employee may subsequently become a Category I participant and voluntarily seek assistance more than once within the three (3) year period.

Section 18.08 – Rehabilitation Procedures and Standards

Actual Program procedures and standards will be determined by competent EAP Program experts. Program assistance will be outsourced to established institutions and/or organizations chosen by the Joint Labor-Management Committee. Oversight will be provided by this Committee. The minimum EAP duration for Category II participants shall be thirty (30) days. These minimum Program duration periods may be extended in individual cases by the Joint Labor-Management Committee upon advise of the EAP agency.

Section 18.09 – Conditional Employment While on EAP

General EAP participants will be eligible for "conditional employment" in non-safety sensitive jobs, subject to clearance by EAP medical staff and, in the case of Category II participants, job availability. Category I participants will continue their regular rate of pay during any period of conditional employment and will continue to accumulate seniority. Category II participants will be paid according to the wage rate of the job performed. Their seniority and benefits will be frozen effective the date of infraction, but it will be recaptured without interruption effective the date of satisfactory completion of the EAP. Non-safety sensitive job classifications will be determined by the Joint Labor-Management Committee.

Designated non-safety sensitive positions shall be exempt from the Labor Agreement provisions on posting and filling vacancies at any time when there are EAP participants eligible for such positions. Selection of Category II participants for available non-safety sensitive position vacancies will be determined by date of hire seniority.

Section 18.10 – Reinstatement Post-EAP

Employees will be reinstated to their former job classifications upon successful completion of the EAP. If there is no vacancy, such Employees will be permitted to "bump" immediately into the former job on the basis of seniority.

There will be no entitlement to back pay for Category II EAP participants.

EAP participants will be entitled to use sick leave, vacation and leave of absence without pay for periods of EAP participation. They also will be entitled to continue participation in the insurance plans and they will continue to accrue benefits (such as leave accumulation, seniority and vacation) in accordance with the Labor Agreement, even when the Employee does not qualify for conditional employment or where conditional employment is unavailable.

Category I and II Employees who receive conditional employment will participate in all benefits under the Labor Agreement for the duration of such work.

Section 18.11 – Savings Clause

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual Employees under State and Federal laws relating to drug testing, nor to an Employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

Section 18.12 – Indemnification

The Employer agrees to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug/alcohol testing program.

ARTICLE 19 SALARY STRUCTURE

Section 19.01 – Wage Scale

Employees in the bargaining unit shall be compensated as set forth below:

Pay Step Up Upon Start	12/1/2019	12/1/2020 2.75%	12/1/2021 2.75%	12/1/2022 2.75%
1	\$37,000.00	\$37,000.00	\$37,000.00	\$37,000.00
2	\$41,180.00	\$43,312.45	\$43,476.04	\$44,671.63
3	\$43,433.25	\$45,627.66	\$45,854.93	\$47,115.94
4	\$45,475.88	\$47,726.47	\$48,011.45	\$49,331.76
5	\$47,523.00	\$49,829.88	\$50,172.70	\$51,552.45
6	\$50,110.55	\$52,488.59	\$52,904.53	\$54,359.40
8	\$52,698.09	\$55,147.29	\$55,636.34	\$57,166.34
10	\$55,285.61	\$57,805.96	\$58,368.12	\$59,973.25
12	\$58,526.63	\$61,136.11	\$61,789.85	\$63,489.07
14	\$59,739.95	\$62,382.80	\$63,070.83	\$64,805.27
16	\$60,953.29	\$63,629.51	\$64,351.82	\$66,121.50
18	\$62,166.62	\$64,876.20	\$65,632.80	\$67,437.70
20	\$63,379.95	\$66,122.87	\$66,913.75	\$68,753.88
22	\$64,593.26	\$67,369.57	\$68,194.73	\$70,070.09
25	\$65,827.95	\$68,638.22	\$69,498.27	\$71,409.47
28	\$66,486.24	\$69,314.61	\$70,193.26	\$72,123.58

Section 19.02 – Temporary Upgrade Pay

C.O. Corporals assigned to perform the work of a Jail Command Sergeant for a period of eight (8) hours or more, shall receive temporary upgrade pay equivalent to two (2) hours comp time for each eight (8) hours worked.

Upgrade shall be paid only to one (1) Corporal per shift. Upgrade pay will be paid only to the Corporal in charge each shift.

Upgrade pay will only be paid when there are no Jail Command Sergeants on duty for the shift.

Section 19.03 – Corporal Pay

The Corporal position in corrections shall earn an additional three-hundred (\$300.00) per month over the base pay set forth above.

ARTICLE 20 ENTIRE AGREEMENT / WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area or collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 21 MAINTENANCE OF STANDARDS

All economic and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

ARTICLE 22 SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendums thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 23 ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership, management or affiliation of either party hereto or by any change, geographical or otherwise, in the location or place of business of either party hereto.

ARTICLE 24 IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

ARTICLE 25 MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the County and all management rights repose in it. Except as specifically amended, changed, or modified by the Agreement, those rights include, but are not limited to, the following:

- (a) To direct all operations of the County;
- (b) To establish reasonable work rules and schedules of work;
- (c) To hire, promote, transfer, schedule and assign Employees in positions and to create, combine, modify and eliminate positions within the County;
- (d) To suspend, demote, discharge and take other disciplinary action against Employees;
- (e) To lay off Employees;
- (f) To maintain efficiency of County operations;
- (g) To take whatever action is necessary to comply with State or Federal law;
- (h) To introduce new or improved methods or facilities;
- (i) To change existing methods or facilities;
- (j) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- (k) To contract out for goods or services, other than services performed by bargaining unit employees;
- (l) To determine the methods, means and personnel by which County operations are to be conducted;
- (m) To take whatever action is necessary to carry out the functions of the County in situations of emergency.
- (n) The Employer may hire part-time employees to work in only the Visitation Lobby. Effective six (6) months after the execution of this Agreement the duty post of Visitation Lobby shall no longer be a bargaining unit duty post. During the six (6) month transition period, the Correctional Officers shall assist with the training of the part-time Employees as directed by the Employer. No bargaining unit employee will be required to work Visitation Lobby during normal hours of operation. Visitation Lobby, when in operation, shall primarily be responsible for:

- i. Answering incoming telephone calls;
- ii. Accepting commissary money from the public;
- iii. Overseeing the visitation of the jail inmates;
- iv. Accepting court clothes for the inmates;
- v. Accepting bond money or credit cards for the bond of any inmate;
- vi. Accepting any paperwork from the public for the inmates to sign and be returned to the public;
- vii. Reviewing the credentials of any and all visitors to the jail, including clergy, mental health professionals, attorneys, probation officers and similar individuals;
- viii. Logging in any religious materials received by the public to be inspected by the Jail Minister.

Bargaining Unit Members shall not cover the Visitation Lobby during normal hours of operation and will not be required to give breaks to the part-time employees working the Visitation Lobby. There may be instances where Bargaining Unit Members will be required to perform the duties set forth above.

- (o) Any duties which are currently performed by Bargaining Unit Members that in any way relate to the safety and security of the jail, the inmates and/or the officers, shall continue to be performed by Members of the Bargaining Unit.
- (p) Any violations or attempted violations of subsection (n) and/or subsection (o) shall be grievable and/or subject the Bargaining Unit Member to discipline.

ARTICLE 26 GENERAL PROVISIONS

Section 26.01 – Residency

All Employees in the bargaining unit shall reside within a forty (40) mile radius of the Sheriff's Department.

Section 26.02 – Off Duty Training

Employees that work a 6-2, 6-3 schedule, or any trial or alternatively permanent schedule, shall be required to complete 24 hours of off-duty mandated training annually, as directed by the Sheriff. Employees who fail to complete said training will be subject to discipline.

Section 26.03 – Indemnification

The Employer will provide any payment for legal counsel, should the Macon County State's Attorney's Office be unable to provide legal representation for the defense of any Employee, against whom a civil and/or criminal complaint is filed, or grand jury proceedings are instituted, for actions against them arising out of the performance of their duties.

The Employer shall save harmless and indemnify any Employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such an Employee, provided that the Employee, at the time the damages were sustained, was acting in the discharge of his duties, either on or off duty, within the general scope of his employment, and that such damages did not result from the willful and wrongful acts for gross negligence of such Employee(s), unless said acts were pursuant to a direct command by a

supervisory officer. However, such Employees must, within five (5) calendar days from the date he is served with any summons, process, notice, demand or pleading, deliver such documents, or certified copies thereof, to the State's Attorney and notify the Sheriff in a like manner. It is understood that upon receipt of such documents by the Employer, all matters pertaining to the representation of such Employee(s) shall be assumed by the Macon County State's Attorney and/or the insurance company that provides the Employer with coverage for such matters.

In any case, the Employer's requirement to indemnify under this Article shall comply with the Local Government Tort Immunity Act of Illinois, as amended from time to time.

Section 26.04 – Replacement or Repair of Property

The Employer agrees to repair or replace as necessary an officer's personal property/possessions that are necessary for the officer's work performance, i.e. watch and glasses; if such personal property is damaged or broken during the course of the officer's duties, provided there was no contributory negligence on the part of the officer. The Employer is not responsible to repair or replace any personal property that is not necessary for the officer's performance of their duties, i.e. cell phones, PDA's jewelry, etc. All incidents of such property loss shall be reported in writing, within twenty-four (24) hours of the loss, to the officer's immediate supervisor. Reimbursement shall be limited to a maximum amount of forty dollars (\$40.00) for a watch or timepiece and two hundred dollars (\$200.00) for glasses, with a maximum amount of five hundred dollars (\$500.00) per year per officer. Satisfactory proof of damage shall be required including, but not limited to, receipts for replacement of the damaged personal property.

ARTICLE 27 DURATION

Section 27.01

This Agreement shall be effective from December 1, 2020 and shall remain in full force and effect until November 30, 2023. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing by certified mail, no later than one hundred and twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark.

Section 27.02

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution Impasse procedure are continuing for a new Agreement or part thereof between the parties.

In witness whereof, the parties hereto have set their hands, this _____ day of _____, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

James Root, Sheriff

Corey Maloney

Kevin Greenfield, County Board Chair

David Williams

Josh Tanner, County Clerk

Lisa Grim

Rachel Minor

Raymond Scott

Adam Edwards

Kline Renfro

James Daniels, Attorney, Illinois Fraternal
Order of Police Labor Council

APPENDIX A EMPLOYEE ASSISTANCE PROGRAM

I, _____, voluntarily request permission to participate in the Employee Assistance Program. I understand that to continue participation in the Program, I must follow the Program's prescribed guidelines. I further understand that satisfactory participation in the Program will guarantee employment. When I am assigned or reassigned to a position, I understand that any violation of Rules will result in disciplinary action, including possible discharge.

I also agree to execute an authorization which entitles Management to receive information relative to my participation in the Program.

DUES AUTHORIZATION FORM

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

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

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.

GRIEVANCE FORM
(use additional sheets where necessary)

Lodge/Unit No.: _____	Year: _____	Grievance No.: _____
------------------------------	--------------------	-----------------------------



Date Filed: _____

Department: _____

Grievant's Name: _____

_____ Last _____ First

_____ M.I. _____

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

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:

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	



**Macon County Board Resolution
Granting Permission to Dispose of
Surplus Equipment**

RESOLUTION NO. G-5309-09-21

WHEREAS, the Macon County Sheriff's Office requests permission to dispose of equipment stored at the County Highway Department; and

WHEREAS, the Macon County Sheriff's Office currently has vehicle storage boxes that are no longer in service; and

WHEREAS, the Maroa Police Department is in need of these vehicle storage boxes to equip two of their vehicles; and

WHEREAS, this resolution is to approve the donation of the described equipment which will be donated to the Maroa Police Department; and .

WHEREAS, there will be no cost to Macon County for this process.

WHEREAS, the Justice committee met on 8/26/21 and Finance Committee met on 8/30/21 and they recommended for approval to the Macon County Board; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby grants permission to dispose of the two vehicle storage boxes by donating them to the Maroa Police Department.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of September, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING AN AGREEMENT WITH MACON
COUNTY MENTAL HEALTH BOARD FOR
INMATE MENTAL HEALTH SERVICES AT THE
MACON COUNTY JAIL FOR THE TERM OF JULY
1, 2021 THRU JUNE 30, 2022**

RESOLUTION NO. G-5310-09-21

WHEREAS, Macon County is required by law to provide mental health medical services for inmates and detainees in the custody of the Macon County Sheriff; and

WHEREAS, it is in the best interest of Macon County to contract mental health services for inmates in the Macon County Jail rather than to employ its own mental health physicians; and

WHEREAS, Macon County Mental Health Board and the Macon County Sheriff's Office has entered into agreements for funding Jail Counseling and Psychiatric Services previously; and

WHEREAS, the parties have agreed to the terms and conditions as set forth in the attached contract; and

WHEREAS, Macon County Mental Health Board shall pay up to the sum of \$104,401.00 for Jail Counseling and Psychiatric Services under the agreement; and

WHEREAS, the terms and conditions in the contract were discussed and approved by the Justice Committee on 8/26/2021 and the Finance Committee on 8/30/2021.

Revenue:	001-061-4548-000	\$104,401.00
Expense:	001-061-7340-000	\$104,401.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached agreement for inmate mental health services at the Macon County Jail beginning July 1, 2021 thru June 30, 2022 and that the Board Chair is authorized to execute said contract on behalf of the Board and to take any other actions necessary to finalize the agreement.

PRESENTED, PASSED and APPROVED this 9th day of September, 2021

AYES _____ NAYS _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

**Josh Tanner, Clerk for the
County of Macon, State of Illinois**

**Kevin Greenfield, Chairman
Macon County Board**

**MACON COUNTY BOARD RESOLUTION
APPROVING THE PURCHASE OF AN INMATE
TRANSPORT VEHICLE**

RESOLUTION NO. G-5311-09-21

WHEREAS, Macon County is required by law to maintain and provide a jail to house inmates; and

WHEREAS, Macon County is also required by law to transport inmates to and from medical appointments, out-of-county court appearances, IDOC and many other locations for various reasons; and

WHEREAS, the demand to transport inmates out of the Macon County Jail has increased; and

WHEREAS, Macon County has received a quote to purchase an inmate transport vehicle, at government pricing based on the SFY22 State of Illinois bid price, capable of transporting ten inmates at one time; and

WHEREAS, the current jail van is seventeen years old and has nearly 200,000 miles on it; and

WHEREAS, an emergency situation exists in that without an amendment to the Sheriff's FY2021 budget, the County will be unable to replace a necessary component of jail services and will face increased personnel costs as well as potential liability exposure if the Sheriff is unable to transport inmates as required by law; and

WHEREAS, the need for a new inmate transport vehicle and quote has been discussed and recommended for approval by the Justice Committee on 8/26/2021 and the Finance Committee on 8/30/2021.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the Sheriff's FY2021 budget is amended as follows for the purchase of an inmate transport vehicle.

Additional Expense:	093-520-9060	\$67,296.55
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PRESENTED, PASSED and APPROVED this 9th day of September, 2021.

AYES _____ **NAYS** _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board



Quote

Proposal #: Q207669

WMK LLC
 155 E. North Avenue
 Villa Park, IL 60181
 (630) 782-1900
 EIN#: 31-1502439
 fax: (630) 782-1950

Drew Chuipek Email: drew.chuipek@mobilityworks.com Phone: (847) 363-9059

Price Quote Valid for 14 Days

Billing Name **Macon County Sheriff's Office**
 Address **333 S Franklin Street**
 City, State ZIP **Decatur, IL 62523**
 County **Macon**
 Telephone **(217) 424-0864**
 Mobile Phone **(217) 706-6049**

Buyer Name **Macon County Sheriff's Office**
 Address **333 S Franklin Street**
 City, State ZIP **Decatur, IL 62523**
 County **Macon**
 Telephone **(217) 424-0864**
 Mobile Phone **(217) 706-6049**

Stock #
 Quote # **Q207669**
 Proposal Date **08/11/2021**
 Accepted date

New/Used	Make	Model / Trim	Year	Color	To Be Delivered On Or About
	Ford	T350	2021	White	
Type of Vehicle	VIN		Mileage	Job Reference:	
Chassis, Conversion and Additional Equipment (See Page 2 for detail):			10	Customer P.O.:	
Protection Products:					\$73,416.55
					\$0.00
MBW Rewards					(\$0.00)
Total					\$73,416.55
Documentary Fee					\$250.00
License Fee					\$25.00
Delivery					\$850.00
Sales tax					\$0.00
Total Cash Delivered Price					\$74,541.55
Note 1 Rebate(s)					(\$0.00)
GPC					(\$7,245.00)
Third Party Payor(s)					(\$0.00)
Cash Down			Check/PO	-	
Payment			Deposit Amount + Cash Down Payment		(\$0.00)
Total Credits					(\$7,245.00)
Trade-In(s)					
Year	Make	Model	Vin	Payoff Amount	Allowance
ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.				Amount Due Upon Delivery	\$67,296.55

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

Buyer's Signature Macon County Sheriff's Office

Approved By: Drew Chuipek

Co-Buyer's Signature

This order is not valid unless signed and accepted by dealer and is only valid for 14 days.

Note 1 OEM Incentives and availability are subject to change and the end user must meet qualifications by OEM to qualify.





Quote

Proposal #: Q207669

WMK LLC
155 E. North Avenue
Villa Park, IL 60181
(630) 782-1900
EIN#: 31-1502439
fax: (630) 782-1950

Price Quote Valid for 14 Days

Drew Chuipek Email: drew.chuipek@mobilityworks.com Phone: (847) 363-9059

Billing Name Macon County Sheriff's Office	Buyer Name Macon County Sheriff's Office	Stock #
Address 333 S Franklin Street	Address 333 S Franklin Street	Quote # Q207669
City, State ZIP Decatur, IL 62523	City, State ZIP Decatur, IL 62523	Proposal Date 08/11/2021
County Macon	County Macon	
Telephone (217) 424-0864	Telephone (217) 424-0864	
Mobile Phone (217) 706-6049	Mobile Phone (217) 706-6049	

<i>New/Used</i>	<i>Make</i> Ford	<i>Model / Trim</i> T350	<i>Year</i> 2021	<i>Color</i> White	<i>To Be Delivered On Or About</i>
<i>Type of Vehicle</i>	<i>VIN</i>		<i>Mileage</i> 10	<i>Job Reference:</i> <i>Customer P.O.:</i>	

Additional Equipment Summary

- VIN#	
1	LWB 3/4" Plywood Subfloor with Steel Floor Reinforcement Black Altro Non-Skid Floor Covering - LWB Cargo Van (5)2 Passenger Citi Vinyl Side Facing Flip Seats - FMVSS 207 Compliant (2)Side Facing Seat Wheelwell Mounting Brackets (10)Seat Belt Holder mounted to headliner Ceiling Mount A/C and Heat Unit - Medium Roof - with Vent Covers Bodyguard Van Liners Interior kit with recessed 3-way colored ceiling and wall lights Rugged Rear Door Bulkhead with Steel Latchable Access Door (Positive Door hold back and rotary latch). 9.5" Expanded Steel Rear Slide Out Step Rugged Side Cargo Door Bulkhead with Steel Latchable Access Door (Positive Door hold back and rotary latch), and curved stanchion pole. Cyclevan Long/Short Running Board Kit in Black Finish Partition mounted on B Pillar to segregate driver and co-pilot from rear. Vehicle prep - cleanup, QA, payload, required certifications/labels, training CDs, emergency exit & no smoking stickers Includes 7/1/2021 Administrative Fee \$175.00

Buyer's Signature Macon County Sheriff's Office

Approved By: Drew Chuipek

Co-Buyer's Signature

This order is not valid unless signed and accepted by dealer and is only valid for 14 days.



**MACON COUNTY BOARD RESOLUTION
REGARDING THE PURCHASE OF COPIERS
FOR THE MACON COUNTY STATE'S
ATTORNEY'S OFFICE**

RESOLUTION NO. 'G-5312-09-21

WHEREAS, the State's Attorney's Office is in need of copier replacements to make use of new technology and to lower the costs of repairs and overage charges; and

WHEREAS, the State's Attorney's Office has met with CDS Office Technologies, and has received a quote for the purchase of 5 new copiers in the amount of \$19,667; and

WHEREAS, notification has been received that pricing for copiers from the vendor is set to increase by 7% on September 1, 2021 resulting in less affordability if the purchase is delayed; and

WHEREAS, this unforeseen circumstance has given rise to an emergency situation in that this opportunity for savings cannot be realized without amending of the budget; and

WHEREAS, surplus rent funds have been returned from the Decatur Public Building Commission to Macon County for the last few years, and it has been interpreted that these funds, under the Public Building Commission Act, 50 ILCS 20/1, et seq., (PBC Act) may be used to furnish and equip buildings, improvements, and other facilities used for the conduct of the functions of government and maintain and operate them; and

WHEREAS, the Justice Committee considered this resolution on August 26, 2021, and the Finance Committee considered this resolution on August 30, 2021, and both committees recommended for approval to the County Board.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that it approves the purchase of five copiers from CDS Office Technologies, described in the attached Purchase Agreement, for the price of \$19,667 for the Macon County State's Attorney's Office, to be paid out of the Lease Fund, .

BE IT FURTHER RESOLVED that the FY2021 Lease Fund budget is amended as follows:

042-000-9040-000 (Equipment) INCREASE \$19,667.00

PRESENTED, PASSED, and APPROVED this 9th day of September, 2021.

AYES _____ **NAYS** _____

**MACON COUNTY BOARD
MACON COUNTY, ILLINOIS**

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board



PURCHASE AGREEMENT

Date: August 2021

BILL TO: Macon County State Attorney
 Customer's Name
253 E Wood Street
 Address
Decatur IL 62523
 City State Zip
217-424-1400 Mr. Michael Baggett
 Phone # Contact

SHIP TO: see locations below
 Customer's Name
 Address
 City State Zip
 Phone # Contact

ITEM DESCRIPTION	ITEM #	QTY	PRICE
KMBS C450i	sp doc feed, LCC	2	12900.00
C/P/S/F	floor fin with hole punch		
Admin and Juvenile Dept			
KMBS C300I	sp doc feed, LCC	1	5127.00
C/P/S/F	inner finisher		
Investigations			
Brother MFC-L6900DW	Standard Config	2	1640.00
C/P/S/F			
Teen Court and Reception			
Current 558 (03501) move to 4th FL Felony			
MAINTENANCE CONTRACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
INSTALLATION CHARGE			0

TERMS: Net Payment due upon delivery
 Title to equipment to transfer to customer
 upon receipt of full payment for
 equipment/services purchased.

Total Order **19,667.00**
 *Sales Tax exempt
 Grand Total **19,667.00**

*If tax exempt please submit copy of exemption certificate

Customer Purchase Order # _____
 Customer Account # _____
 New Customer YES NO

Branch SPFLD
 Salesrep Kirby
 Salesrep # 108

PLEASE READ TERMS AND CONDITIONS ON REVERSE SIDE OF AGREEMENT AND SIGN BELOW

 Authorized Signature

 Title

Angela L. Kirby
 Sales Representative Signature

 Branch Manager Signature

FORM #133A

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE APPROPRIATIONS
IN THE FY21 RECORDERS DOCUMENT STORAGE BUDGET**

RESOLUTION NO. G-5313-09-21

WHEREAS, the Recorder is requesting increase of appropriations in the FY2021 Budget for implementing E-Recording into our CIC software system in the amount of \$3,500.00, and

WHEREAS, Electronic document recording (or E-Recording) is the process of transmitting real property documents electronically to the county. The documents are then reviewed, and should an error be found the documents are then rejected and sent back to submitter for corrections. Once approved, documents will be processed, stamped and officially recorded with the county, and

WHEREAS, E-Recording will eliminate some of the burden of handling paper documents, with less activity in overnight carriers and savings in postage, and

WHEREAS, unforeseen circumstances have given rise to an emergency situation to cover expenses in supplies due to the increase of recordings in the Recorders Office in the amount of \$2,300.00, and

WHEREAS, the O&P Committee met on Aug. 23, 2021 and Finance Committee met on Aug. 30, 2021 and have approved increase in appropriations in the FY21 Recorders Document Storage budget.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amendment of the Recorders Document Storage fund budget as follows:

Increase Expense: 089-000-8020-000 \$2,300.00

Increase Expense: 089-000-8035-000 \$3,500.00

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, AND APPROVED this 9th day of September 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
APPROVING APPROPRIATION OF FUNDS FOR
COPIER PURCHASES FOR AUDITOR, TREASURER,
AND SUPERVISOR OF ASSESSMENTS**

RESOLUTION NO. G-5314-09-21

WHEREAS, Several offices in the Macon County Office Building are in need of copier replacements to make use of new technology and lower the costs of repairs and overage charges; and

WHEREAS, notification has been given that pricing for copiers from our current vendor is set to increase by 7% on September 1, 2021 resulting in less affordability if the purchase is delayed; and

WHEREAS, this unforeseen circumstance has given rise to an emergency situation in that this opportunity for savings cannot be realized without amending of this budget: and

WHEREAS, surplus rent funds have been returned from the Decatur Public Building Commission to Macon County for the last few years, and it has been interpreted that these funds, under the Public Building Commission Act, 50 ILCS 20/1 et seq (PBC Act) may be used to furnish and equip buildings, improvements, and other facilities used for the conduct of the functions of government and maintain and operate them; and

WHEREAS, the Finance Committee considered this resolution on August 30, 2021 and recommended for approval to the County Board that the quotes from CDS Office Technologies, as attached, for the purchase of three Copiers for \$19,731 was the best option at this time; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that they hereby approve the purchase of three copiers from CDS Office Technologies, as attached, for the price of \$19,731 for the Macon County Auditor's Office, Treasurer's Office, and the Supervisor of Assessments Office to be paid out of the Decatur Public Building Commission Lease Fund as follows:

Expenditure Line 042-000-9040-000 Equipment \$ 19,731

BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 9th day of September, 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

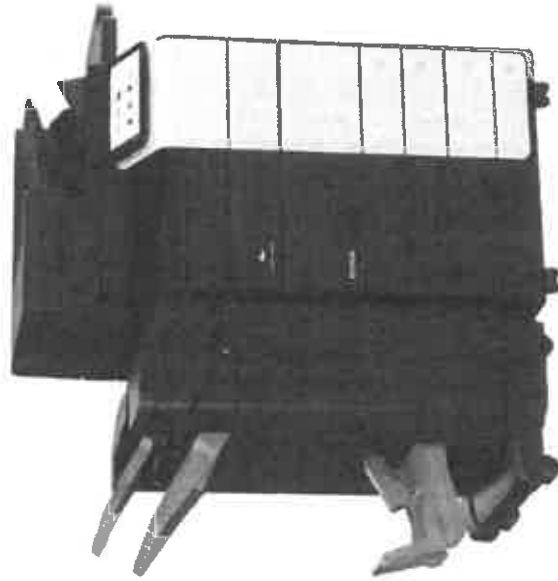
KonicaMinolta NEW Biz 550i MFP
55 PPM Networked Digital Multifunction
Copier/Printer/Scanner/Fax (includes PC faxing)

- 300 Sheet Dual Scan Doc Feeder (2-Sided Copying, single pass)
- 2 x 500 Sheet Universal Drawer
- 1 x 2500 Large Capacity Drawer
- 150 Sheet Bypass for thick stock, glossy, envelopes, & OHP
- Floor finisher with manual stapler
- 256 GB SSD & 8 GB memory with thumb drive
- Network Print & Color Scanning Standard (160 opm)
w/scan to JPEG, TIFF, and PDF
- Surge protector
- Delivery, Installation and Training all included

Purchase for Macon County Auditor \$6,050.00

Optional:

- Folding Finisher
- Hole punch
- 2 Additional trays **INSTEAD OF ONE 2500**
sheet drawer (for a total of 4)





Service Solutions

Inclusive Service Program

- Contract includes all labor, travel, parts and all supplies. Excluding paper and staples.
- Contract will be billed at \$35.00 per month and includes your choice of combination for copies. Black prints are .008 cost per copy and color is .058 All supplies, travel, labor, toner, and drums are included. Can be billed monthly, quarterly, or annually.
- FM Audit monitoring software for auto toner replacement and auto meter reads.

CONTRACT WILL BE LOCKED FOR A TERM OF 5 YEARS.

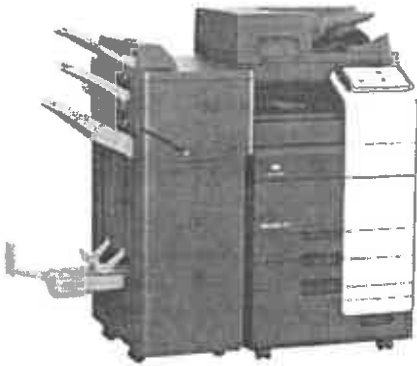
We
Connect
People

Konica Minolta c450i

Treasurer

45 PPM - COLOR COPIER Print/Scan/Fax

The i-Series houses a powerful engine, a quad-core central processing unit with standard 8 GB of memory and 256 GB SSD, which allows for quick-response, high-performance operations. With an additional combination of full-speed media printing range, high-speed single pass dual scan doc feeder as well as finishing options, digital skew correction, and large capability trays, expertly blends reliable functionality with versatile serviceability.



Features:

- 300 Sheet Single Pass Document Feeder
- Automatic Duplexing
- Network Color Scanning 160 ipm
- Encrypted PDF
- Network Printing PCL/Postscript
- Secure Print
- 256 Color Gradations Graphic Quality
- Fax Capabilities with PC Faxing
- 50 Stapling Finisher with 2/3 Hole Punch with:
 - Tri-fold, half-fold, and saddle stitch booklet maker
- 2 x 550 Unv & 2,500 LCC Sheet Paper Drawer
- 256GB Solid State Drive, 8GB Memory
- Mobil Print
- Network Print and Scan to Desktop
- Delivery, Installation and Training Included

Purchase/Lease Price

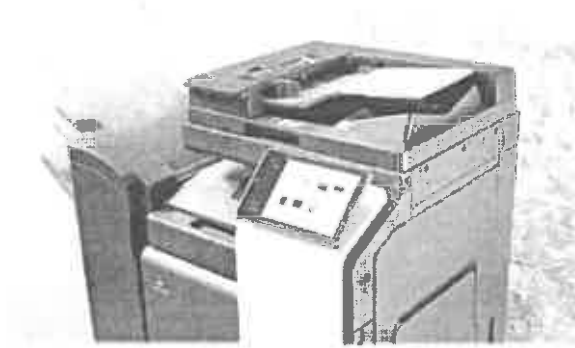
Konica Minolta Solution	Purchase Price	Lease Price
Konica Minolta bizhub c450i - 45PPM	\$7253.00	\$146.00 per month
OPTIONAL: 100 sheet staple folding finisher	\$582.00	\$12.00 per month

Maintenance Agreement

Copier Service & Supplies Agreement

This All-Inclusive Agreement Covers All Parts, Labor, And Supplies Except Paper And Staples.

Solution	Monthly Service	Included Copies	Mono Overage	Color Overage
KMBS Biz c450i	\$40.00	2857 b / 345 c	.007	.058
Division allocation	for prints/copies	is your choice	using these	rates.



CDS understands that even the most advanced technology solutions in the world are of little value without ongoing support. That's why we are dedicated to delivering world-class service management – from the beginning.

Every CDS solution is backed by our Performance Guarantee that helps our clients escape the worry, inconvenience, and lost time associated with managing technology. CDS offers industry-defining service and support for every facet of our office equipment solution.

Managed Print Services

Every business needs to print documents subsequently nearly every business pays too much to print their documents. Taking a carefree approach to buying inkjet and laser printers, copiers, and toner is a recipe for inefficiency, poor customer service, and paying more than you should.

CDS helps our customers alleviate these challenges through the development of best practices that control print costs and streamline print-related processes across the entire organization.

CDS Managed Support Team

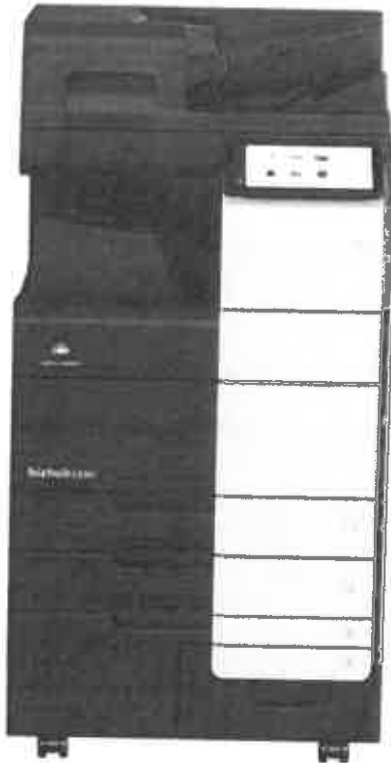
cdsot.com/helpdesk
 855.215.7663
helpdesk@cdsot.com

Konica Minolta C450i

Supp. of Assessments

45 PPM - COLOR COPIER Print/Scan/Fax

The i-Series houses a powerful engine, a quad-core central processing unit with standard 8 GB of memory and 256 GB SSD, which allows for quick-response, high-performance operations. With an additional combination of full-speed media printing range, high-speed single pass dual scan doc feeder as well as finishing options, digital skew correction, and large capability trays, expertly blends reliable functionality with versatile serviceability.



Features:

- 300 Sheet Single Pass Document Feeder
- Automatic Duplexing
- Network Color Scanning 140 ipm
- Encrypted PDF
- Network Printing PCL/Postscript
- Secure Print
- 256 Color Gradations Graphic Quality
- Inner Stapling Finisher
- 2 x 550 Sheet Paper Drawers
- Plain Cabinet
- 256GB Solid State Drive, 8GB Memory
- Delivery, Installation and Training Included
- Network Print and Scan to Desktop

Purchase Price

Konica Minolta Solution	Purchase Price
Konica Minolta bizhub c450i - 45PPM	\$5828.00
OPTIONS: fax mod, large cap tray	as requested from ALK
folding finisher and/or hole punch	

Maintenance Agreement

Copier Service & Supplies Agreement

This All-Inclusive Agreement Covers All Parts, Labor, And Supplies Except Paper And Staples.

Solution	Monthly service (can also be annual)	Included Copies	Mono Overage	Color Overage
Konica Minolta biz450i	\$40.00	*2857b/345c	.007	.058
*Division allocation for	prints/copies is	your choice	using these	rates



CDS understands that even the most advanced technology solutions in the world are of little value without ongoing support. That's why we are dedicated to delivering world-class service management – from the beginning.

Every CDS solution is backed by our Performance Guarantee that helps our clients escape the worry, inconvenience, and lost time associated with managing technology. CDS offers industry-defining service and support for every facet of our office equipment solution.

Managed Print Services

Every business needs to print documents subsequently nearly every business pays too much to print their documents. Taking a carefree approach to buying inkjet and laser printers, copiers, and toner is a recipe for inefficiency, poor customer service, and paying more than you should.

CDS helps our customers alleviate these challenges through the development of best practices that control print costs and streamline print-related processes across the entire organization.

CDS Managed Support Team

cdsot.com/helpdesk

855.215.7663

helpdesk@cdsot.com

**MACON COUNTY BOARD RESOLUTION
AUTORIZING THE PURCHASE OF
METRO MONEY TO INCENTIVISE
CITIZENS TO BE VACCINATED**

RESOLUTION NO G-5315-09-21

WHEREAS, the Macon County Board has approved a plan to spend American Rescue Plan funds with components to support the public health response and assist businesses; and

WHEREAS, the vaccination rate in Macon County is relatively low and rates of infection and hospitalization are rising; and

WHEREAS, the Decatur Regional Chamber of Commerce offers Metro Money which is a gift certificate program that never expires and can be used just like cash at over 40 locations; and

WHEREAS, the Macon County Health Department, Crossing Healthcare, and Dale's Southlake Pharmacy are local businesses administering vaccinations;

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that they authorize the purchase \$100,000 of Metro Money to be distributed in \$100 increments by the Macon County Health Department, Crossing Healthcare, and Dale's Southlake Pharmacy to anyone receiving a vaccination or booster;

BE IT FUTHER RESOLVED, if the \$100,000 is disbursed before the end of 2021, then the purchase of additional Metro Money in \$50,000 increments up to \$200,000 is authorized.

PRESENTED, PASSED, AND APPROVED this 9th day of September, 2021

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

**Macon County Board Resolution Appropriating Funds
To a Purchase Right of Way Parcel from Illico Incorporated
For The Macon County Beltway**

RESOLUTION NO. H-2260-9-21

WHEREAS, the funds need to be appropriated to purchase a Right of Way Parcel from Illico Incorporated for the Macon County Beltway.

NOW THEREFORE, BE IT RESOLVED by the Macon County Board as follows:

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed One Hundred Ten Thousand Seven Hundred Dollars and No Cents (\$110,700.00) from County Highway Funds Line Item 030-000-9005 (FY 21) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, are anticipated to be completely disbursed by November 30, 2021, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 9th day of September 2021.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board