

AGENDA
MACON COUNTY BOARD MEETING
December 10, 2020, 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.

Due to the COVID-19 pandemic and the Governor's November 13, 2020, Disaster Declaration, the Governor's Executive Orders (including, but not limited to, EOs 2020-71 and 2020-73) and section 7 of the Open Meetings Act (as amended by P.A. 101-640), this public meeting will permit but not require attendance by members of the Macon County Board by telepresence. Additionally, members of the public are allowed to physically attend, subject to the limitation that no more than 32 people may be allowed to be physically present in the meeting room. In the event that more than 32 people physically attend, preference will be given in the following order: to County Board members, then County staff, then to members of the press, then to members of the general public. Anyone not able to physically attend due to occupancy restrictions may listen to the meeting contemporaneously via the PodBean application described below.

Pursuant to section 7(e)(2) of the Open Meetings Act, the Chair of the County Board has determined that an in-person meeting is not practical or prudent because of the declared disaster. Therefore, County Board members that wish to attend telephonically may do so.

NOTICE TO THOSE ATTENDING IN PERSON

If you plan to physically attend the meeting:

1. Bring a mask/face covering.
2. If you do not have a mask/face covering or refuse to properly wear one, you may be refused entry.

Public comment will be permitted as described below.

Pursuant to section 7(e)(4) of the Open Meetings Act, the meeting will also be live streamed via the PodBean application. Anyone may access the live stream for free at <https://maconcountyboard.podbean.com>. Alternatively, anyone may download the free PodBean app from the Apple App Store or Android Google Play store. If you follow the Macon County Board in the application, you will receive a notification when the meeting goes live.

A verbatim record of the meeting will be made available on the Macon County website, co.macon.il.us, on the PodBean website and application immediately after the meeting's conclusion.

AGENDA
MACON COUNTY BOARD MEETING
December 10, 2020, 6:00 P.M.
141 SOUTH MAIN, ROOM 514
DECATUR, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. OPENING PRAYER
4. PLEDGE OF ALLEGIANCE

Reminder – Pursuant to section 7(e)(6), as recently amended by PA 101-640, all votes conducted during this meeting must be conducted as a roll call vote.

5. APPROVAL OF MINUTES OF PRIOR MEETING

6. RECOGNITIONS

7. ZONING/SUBDIVISIONS

8. CORRESPONDENCE

9. CLAIMS

10. APPOINTMENTS

G-5227-12-20

Macon County Board Resolution To Appoint Macon County Board District 6 Vice – Kevin Bird

G-5228-12-20

Macon County Board Resolution to Appoint Macon County Board District 6 Vice – Matthew Brown

11. CONSENT CALENDAR

G-5219-12-20

Macon County Board Resolution to Execute Deeds to Convey Property on which Taxes were Delinquent

12. JUSTICE COMMITTEE

G-5220-12-20

Macon County Board Resolution Authorizing Disposal of Surplus Property by the State's Attorney's Office

G-5221-12-20

Macon County Board Resolution Designating the Illinois State's Attorney's Appellate Prosecutor as its Agent to Administer the Operation of Appellate Offices and Process Appellate Cades for Macon County during FY2021

13. EEHW COMMITTEE

14. OPERATIONS AND PERSONNEL COMMITTEE

- G-5222-12-20 **Macon County Board Resolution Approving Increase in Appropriations in the FY2020 County Clerk Elections Budget**
- G-5223-12-20 **Macon County Board Resolution Approving Workforce Investment Solutions FY20 Budget Layoff Aversion Project**

15. LEGISLATIVE COMMITTEE

16. FINANCE COMMITTEE

- G-5224-12-20 **Macon County Board Resolution Amending State’s Attorney’s FY20 Budget for the Child 1st Cewnter**

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.

Additionally, pursuant to Executive Order 2020-43 and the Attorney General’s Public Access Bureau Opinion 2020 PAC 62329, public comment will be accepted via email submissions from anyone who cannot or does not wish to attend physically. Such submissions must be received by the County Board at the email address jdurham@co.macon.il.us no later than 2 hours before the scheduled start time of the meeting. Comments received will be distributed to Board members at the meeting and made a part of the official records of the County Board on file with the County Clerk’s Office.

23. OFFICEHOLDERS’ REMARKS

24. OLD BUSINESS

25. NEW BUSINESS (County Board Rules will be suspended to consider these resolutions)

- G-5225-12-20 **Macon County Board Resolution Approving Increase in Appropriations in the FY20 General Fund Budget for Local Cure Program**
- G-5226-12-20 **Macon County Board Resolution Approving a Working Agreement for December 1, 2018 through November 30, 2021 between the Sheriff of Macon County, Illinois and Macon County, Illinois, and the Macon County Sheriff’s Office Command Officers’ Association**

26. CLOSED SESSION

27. ADJOURNMENT

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

RESOLUTION NO. G-5219-12-20

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 10th day of December, 2020.

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 BOARD RESOLUTION
TO APPOINT MACON COUNTY BOARD
DISTRICT 6, VICE – KEVIN BIRD**

RESOLUTION NO. G-5227-12-20

WHEREAS, due to the December 7, 2020, resignation of republican Board Member Kevin Bird a vacancy exists on the Macon County Board in District 6; 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 Kevin Bird’s term, through November 30, 2022:

Jake Horve
124 Shadow Ridge Blvd
Forsyth, IL 62535

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 6 until November 30, 2022.

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

PRESENTED, PASSED and APPROVED this 10th day of December, 2020.

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 APPOINT MACON COUNTY BOARD
DISTRICT 6, VICE – MATTHEW BROWN**

RESOLUTION NO. G-5228-12-20

WHEREAS, due to the December 7, 2020, resignation of republican Board Member Matthew Brown a vacancy exists on the Macon County Board in District 6; 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 Matthew Brown’s term, through November 30, 2022:

NAME OF APPOINTEE
ADDRESS

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 6 until November 30, 2022.

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

PRESENTED, PASSED and APPROVED this 10th day of December, 2020.

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

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
12-20-001	201500499	SUR	SUSIE M HOLLGARTH & STACY TAYLOR	04-12-12-253-005	3,122.03	80.00	0.00	0.00	1,224.02	159.00	1,659.01
12-20-002	1120002M	SAL	MARRISHA N. BLYTHE	04-12-02-127-033	5,500.00	0.00	0.00	63.00	1,359.25	0.00	4,077.75
12-20-003	1120008M	SAL	NDAPI MILTON	04-12-02-479-008	3,000.00	0.00	0.00	63.00	734.25	0.00	2,202.75
12-20-004	1120011M	SAL	KIRK MOFFETT	04-12-03-384-012	925.00	0.00	0.00	63.00	450.00	0.00	412.00
12-20-005	1120013M	SAL	FATIMATA SECK	04-12-03-456-018	1,101.00	0.00	0.00	63.00	450.00	0.00	588.00
12-20-006	1120026M	SAL	JULIAN SIMS	04-12-10-157-012	4,000.00	0.00	0.00	63.00	984.25	0.00	2,952.75
12-20-007	1120027M	SAL	SAMANTHA PARKER	04-12-10-178-020	2,500.00	0.00	0.00	63.00	609.25	0.00	1,827.75
12-20-008	1120028M	SAL	TGBG ENTERPRISE LLC	04-12-10-179-026	7,000.00	0.00	0.00	63.00	1,734.25	0.00	5,202.75
12-20-009	1120034M	SAL	BETTY J. RICE	04-12-10-226-002	820.00	0.00	0.00	63.00	450.00	0.00	307.00
12-20-010	1120119M	SAL	TAVAREZ CUMMINGHAM	04-12-13-276-004	2,500.00	0.00	0.00	63.00	609.25	0.00	1,827.75
12-20-011	1120121M	SAL	DARRELL DAWSON	04-12-13-304-030	1,000.00	0.00	0.00	63.00	450.00	0.00	487.00
12-20-012	1120126M	SAL	TAVAREZ CUMMINGHAM	04-12-14-184-007	2,000.00	0.00	0.00	63.00	484.25	0.00	1,452.75
12-20-013	1120144M	SAL	B. TODD LAWRENCE	04-12-14-428-018	7,600.00	0.00	0.00	63.00	1,884.25	0.00	5,652.75
12-20-014	1120145M	SAL	KRISTAN GIPP	04-12-14-432-013	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-20-015	1120148M	SAL	RAEVEN JONES	04-12-15-180-018	5,000.00	0.00	0.00	63.00	1,234.25	0.00	3,702.75
12-20-016	1120163M	SAL	ROBERT R. CRABTREE	04-12-15-328-019	1,201.32	0.00	0.00	63.00	450.00	0.00	688.32
12-20-017	1120165M	SAL	FANNIE COLE	04-12-15-354-014	7,531.00	0.00	0.00	63.00	1,867.00	0.00	5,601.00
12-20-018	1120172M	SAL	NORMA TURNER	04-12-23-131-010	951.00	0.00	0.00	63.00	450.00	0.00	438.00
12-20-019	1120183M	SAL	JACK E. CARON	04-13-07-104-018	2,700.00	0.00	0.00	63.00	659.25	0.00	1,977.75
12-20-020	1120184M	SAL	TAVAREZ CUMMINGHAM	04-13-07-152-011	2,500.00	0.00	0.00	63.00	609.25	0.00	1,827.75
12-20-021	201500537	SUR	MONICA DAWSON	04-12-13-153-003	2,665.00	80.00	0.00	0.00	697.00	196.66	1,991.34
12-20-022	1120056M	SAL	CREEHANNAH JOHNSON	04-12-10-355-008	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-20-023	1120129M	SAL	NORMA TURNER	04-12-14-237-009	825.00	0.00	0.00	63.00	450.00	0.00	312.00
12-20-024	1120181M	SAL	JOSE REYNALDO LEAL	04-12-24-136-002	5,200.00	0.00	0.00	63.00	1,284.25	0.00	3,852.75
12-20-025	1120001M	SAL	DLP REAL ESTATE LLC	04-12-01-203-004	1,200.00	0.00	0.00	63.00	450.00	0.00	687.00
12-20-026	1120005M	SAL	JAMES BEAMS	04-12-02-456-005	813.00	0.00	0.00	63.00	450.00	0.00	300.00
12-20-027	1120007M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-02-478-019	851.00	0.00	0.00	63.00	450.00	0.00	338.00
12-20-028	1120009M	SAL	CHARLES F. COX	04-12-03-277-004	2,150.00	0.00	0.00	63.00	521.75	0.00	1,565.25
12-20-029	1120014M	SAL	LINCOLN LAND ILLINOIS LAND TRUST #221702	04-12-03-476-005	1,199.50	0.00	0.00	63.00	450.00	0.00	686.50
12-20-030	1120015M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-03-477-002	2,011.00	0.00	0.00	63.00	487.00	0.00	1,461.00
12-20-031	1120024M	SAL	KENNETH L. WEAVER	04-12-10-152-014	1,277.00	0.00	0.00	63.00	450.00	0.00	764.00
12-20-032	1120029M	SAL	CHANA E WILLIAMS	04-12-10-181-008	3,500.00	0.00	0.00	63.00	859.25	0.00	2,577.75

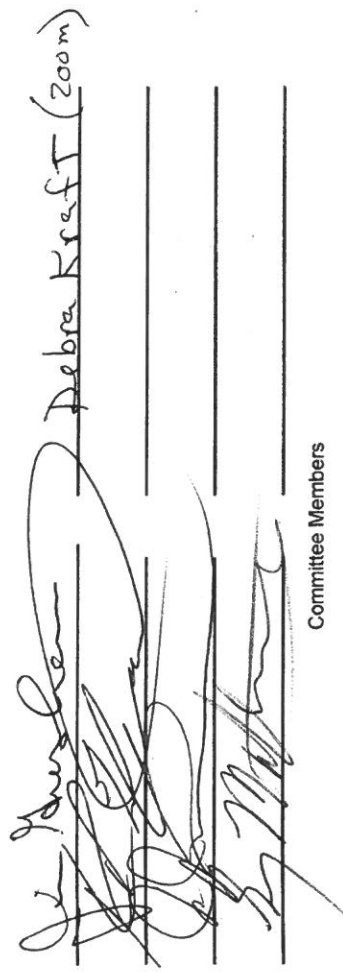
RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
12-20-033	1120030M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-10-210-002	1,511.00	0.00	0.00	63.00	450.00	0.00	998.00
12-20-034	1120031M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-10-210-007	1,511.00	0.00	0.00	63.00	450.00	0.00	998.00
12-20-035	1120033M	SAL	CASEY R. WATSON	04-12-10-213-005	2,700.00	0.00	0.00	63.00	659.25	0.00	1,977.75
12-20-036	1120037M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-10-234-008	1,011.00	0.00	0.00	63.00	450.00	0.00	498.00
12-20-037	1120054M	SAL	JEROME BRYSON SR	04-12-10-351-023	1,525.00	0.00	0.00	63.00	450.00	0.00	1,012.00
12-20-038	1120059M	SAL	MERCER RENTALS LLC	04-12-10-380-013	850.00	0.00	0.00	63.00	450.00	0.00	337.00
12-20-039	1120068M	SAL	APARTMENT AND HOUSING RENTALS FOUNDATION INC	04-12-11-103-005	825.00	0.00	0.00	63.00	450.00	0.00	312.00
12-20-040	1120087M	SAL	J J & C ENTERPRISES LLC	04-12-11-208-018	903.00	0.00	0.00	63.00	450.00	0.00	390.00
12-20-041	1120099M	SAL	SOLID ROCK HOLDINGS LLC	04-12-12-103-021	15,576.00	0.00	0.00	63.00	3,878.25	0.00	11,634.75
12-20-042	1120102M	SAL	KYLE W. BRANDT	04-12-12-277-012	2,205.00	0.00	0.00	63.00	535.50	0.00	1,606.50
12-20-043	1120109M	SAL	BURDICK PLUMBING & HEATING CO INC	04-12-12-328-024	988.00	0.00	0.00	63.00	450.00	0.00	475.00
12-20-044	1120113M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-13-132-027	1,011.00	0.00	0.00	63.00	450.00	0.00	498.00
12-20-045	1120116M	SAL	CHARLES F. COX	04-12-13-226-025	1,200.00	0.00	0.00	63.00	450.00	0.00	687.00
12-20-046	1120117M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-13-252-007	851.00	0.00	0.00	63.00	450.00	0.00	338.00
12-20-047	1120118M	SAL	CHANA E WILLIAMS	04-12-13-259-024	3,501.00	0.00	0.00	63.00	859.50	0.00	2,578.50
12-20-048	1120120M	SAL	CHANA E WILLIAMS	04-12-13-304-009	2,020.00	0.00	0.00	63.00	489.25	0.00	1,467.75
12-20-049	1120123M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-13-306-009	1,011.00	0.00	0.00	63.00	450.00	0.00	498.00
12-20-050	1120124M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-13-352-006	1,011.00	0.00	0.00	63.00	450.00	0.00	498.00
12-20-051	1120139M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-14-356-003	851.00	0.00	0.00	63.00	450.00	0.00	338.00
12-20-052	1120151M	SAL	MITCHELL L. WITHERSPOON	04-12-15-202-004	6,300.00	0.00	0.00	63.00	1,559.25	0.00	4,677.75
12-20-053	1120152M	SAL	KYLE W. BRANDT	04-12-15-229-009	935.00	0.00	0.00	63.00	450.00	0.00	422.00
12-20-054	1120157M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-15-303-028	851.00	0.00	0.00	63.00	450.00	0.00	338.00
12-20-055	1120166M	SAL	SHARRON BAILEY	04-12-15-376-018	4,025.00	0.00	0.00	63.00	990.50	0.00	2,971.50
12-20-056	1120167M	SAL	CHANA E WILLIAMS	04-12-15-401-008	7,500.00	0.00	0.00	63.00	1,859.25	0.00	5,577.75
12-20-057	1120171M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-16-479-018	2,011.00	0.00	0.00	63.00	487.00	0.00	1,461.00
12-20-058	1120180M	SAL	NORTH ILLINOIS INVESTMENTS LLC	04-12-24-101-003	1,511.00	0.00	0.00	63.00	450.00	0.00	998.00
12-20-059	1120182M	SAL	KENNETH E. NORMAN	04-13-07-102-022	4,000.00	0.00	0.00	63.00	984.25	0.00	2,952.75

Macon County Monthly Resolution List - December 2020

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/Sec of State	Agent	Misc/Overpmt	Treasurer
12-20-060	1120188M	SAL	DAVID L. KINNEY	04-13-18-227-001	6,007.00	0.00	0.00	63.00	1,486.00	0.00	4,458.00
12-20-061	1120189M	SAL	NANCY NIHISER	04-13-18-276-021	1,000.00	0.00	0.00	63.00	450.00	0.00	487.00
12-20-062	1120195M	SAL	NORTH ILLINOIS INVESTMENTS LLC	10-02-02-379-004	815.00	0.00	0.00	63.00	450.00	0.00	302.00
12-20-063	1120204M	SAL	CECIL BROWN	13-10-11-252-011	1,100.00	0.00	0.00	63.00	450.00	0.00	587.00
12-20-064	1120206M	SAL	ERIC MOWRY	17-16-01-300-003	30,105.00	0.00	0.00	63.00	7,510.50	0.00	22,531.50
12-20-065	1120207M	SAL	ERIC MOWRY	17-16-01-300-004	30,105.00	0.00	0.00	63.00	7,510.50	0.00	22,531.50
12-20-066	1120208M	SAL	AARON KLEPZIG	18-08-21-176-001	1,007.00	0.00	0.00	63.00	450.00	0.00	494.00

Totals

\$222,601.85 \$160.00 \$0.00 \$4,032.00 \$62,401.02 \$355.66 \$155,653.17



Committee Members

Clerk Fees \$160.00

Recorder/Sec of State Fees \$4,032.00

Total to County \$159,845.17

**MACON COUNTY BOARD
RESOLUTION AUTHORIZING
DISPOSAL OF SURPLUS PROPERTY
BY THE STATE'S ATTORNEY'S
OFFICE**

Resolution No. G-5220-12-20

WHEREAS, the Macon County State's Attorney's Office has surplus property that is no longer serviceable or needed; and

WHEREAS, the property has been determined to be either obsolete or broken and is therefore not usable by the State's Attorney's Office or any other County department; and

WHEREAS, the Macon County State's Attorney desires the authority to dispose of said property, as more fully described in the attached Exhibit A.

NOW THEREFORE, BE IT RESOLVED, by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that the State's Attorney's Office is authorized to take any steps necessary to dispose of said property, including but not limited to, recycling, selling, or destroying said property.

PRESENTED, PASSED, and APPROVED this 10th day of December, 2020.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner
Macon County Clerk

Kevin R. Greenfield
Chair

Exhibit A - State's Attorney Property for Disposal

Item	Description	Quantity	S/N	Reason for Disposal
Computer Tower	HP Prodesk 400 G1 MT	1	MXL43917L6	Computer has reached end of useful life
Computer Tower	HP Prodesk 400 G1 MT	1	MXL43917KV	Computer has reached end of useful life
Computer Tower	HP Prodesk 400 G1 MT	1	MXL43917LD	Computer has reached end of useful life
Computer Tower	HP Prodesk 400 G1 MT	1	MXL43917LT	Computer has reached end of useful life
Computer Tower	HP Prodesk 400 G1 MT	1	MXL43917LM	Computer has reached end of useful life
Computer Tower	HP Prodesk 400 G1 MT	1	MXL43917KZ	Computer has reached end of useful life
Computer Tower	HP Compaq 4000 Pro Small Form Factor	1	2UA1361QT2	Obsolete
Laptop	Panasonic Tough Book CF-52	1	DFQX3A07XA	Obsolete

Monitor HP LV2311

1 6CM3281RP3

Broken

* Added
by Finance
Committee
11/30/2020

EXHIBIT
A

**MACON COUNTY BOARD RESOLUTION
DESIGNATING THE ILLINOIS STATE'S
ATTORNEYS APPELLATE PROSECUTOR
AS ITS AGENT TO ADMINISTER THE
OPERATION OF APPELLATE OFFICES AND
PROCESS APPELLATE CASES FOR MACON
COUNTY DURING FY2021**

RESOLUTION NO. G-5221-12-20

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act," 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board, assembled in regular session at Decatur, that it does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this county by a court having jurisdiction, this county will provide reasonable and necessary clerical and administrative support on an as-needed basis.

BE IT FURTHER RESOLVED that the Macon County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2021, commencing December 1, 2020, and ending November 30, 2021, by hereby appropriating the sum of \$28,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2021.

PRESENTED, PASSED, and APPROVED this 10th day of December, 2020.

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 INCREASE IN APPROPRIATIONS
 IN THE FY 2020 COUNTY CLERK ELECTIONS BUDGET**

RESOLUTION NUMBER G-5222-12-20

WHEREAS, The Center for Tech and Civic Life (CTCL) has expanded their COVID-19 Response Grant program to all U.S. local election jurisdictions; and

WHEREAS, CTCL will provide grants to local election jurisdictions across the country to help ensure they have the staffing, training, and equipment necessary this November so every eligible voter can participate in a safe and timely way and have their vote counted.; and

WHEREAS, the County Clerk has applied for and received a Center for Tech and Civic Life (CTCL) grant in the amount of \$ 66,352; and

WHEREAS, unforeseen circumstances have given rise to an emergency situation whereby if the budget is not amended the County Clerk will be unable to cover expenses for November 2020 election.

NOW THEREFORE BE IT RESOLVED, by the Macon County Board that it hereby approves increasing the FY 2020 County Clerk Elections budget line items listed below:

<u>Account Number</u>	<u>Increase</u>	<u>Description of Account</u>	
001-031-4500	\$ 66,352	Grant	Rev
001-031-5695	\$ 20,000	Extra Help	Exp
001-031-7630	\$ 16,352	Election Judges	Exp
001-031-5707	\$ 10,000	Overtime	Exp
001-031-8020	\$ 20,000	Office Supplies	Exp

PRESENTED, PASSED, and APPROVED this 10th day of December, 2020.

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 A BUDGET AMENDMENT FOR
WORKFORCE INVESTMENT SOLUTIONS
FY20 BUDGET – LAYOFF AVERSION PROJECT**

RESOLUTION NO. G-5223-12-20

WHEREAS, the Operations & Personnel Committee met on November 16, 2020 and were presented with a request to amend the Workforce Investment Solutions budget for FY20; and

WHEREAS, Workforce Investment Solutions has been awarded a grant from the Department of Commerce and Economic Opportunity under the 1E Emergency Assistance Grant Program for the Layoff Aversion Project in the amount of \$101,348.41 for the period of June 1, 2020 – June 30, 2021; and

WHEREAS, this grant included in Workforce Investment Solutions Department 075 and assigned Grant ID 982 and Project ID 98219; and

WHEREAS, an emergency exists whereby if the budget is not amended, valuable grant funds will be lost.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves amending the Workforce Investment Solutions FY20 Budget as follows:

Increased Revenue:	075-982-4500-000-982-98219	\$101,348.41
Increased Expenses:	075-982-7191-000-98219 (Layoff Aversion Expenses)	\$101,348.41

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

PRESENTED, PASSED, APPROVED this 10th day of December, 2020.

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

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
 THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
 AND
 County of Macon

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and County of Macon (Grantee), with its principal office at 757 W Pershing Road, Decatur, IL 62526-1634, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
 RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
 AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **078459896** is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that **376001309** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$101,348.41** of which **\$101,348.41** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **AA-33227-19-55-A-17**, the federal awarding agency is **Department Of Labor**, and the Federal Award date is

07/01/2019. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **WIOA Dislocated Worker Formula Grants** and Number is **17.278**. The Catalog of State Financial Assistance (CSFA) Number is 420.30.0081. The State Award Identification Number is 81.23775.

1.4. Term. This Agreement shall be effective on **06/01/2020** and shall expire on **06/30/2021**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

COUNTY OF MACON

By: _____
Signature of Erin B. Guthrie, Director

By:  _____
Signature of Authorized Representative

Date: 10-14-20

By: _____
Signature of Designee

Printed Name: Kevin Greenfield

Printed Title: Macon County Board Chairperson

Date: _____

Printed Name: _____

Email: chairman@co.macon.il.us

Printed Title: _____

Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Other Approver

**MACON COUNTY BOARD RESOLUTION AMENDING
STATE'S ATTORNEY'S FY20 BUDGET FOR THE
CHILD 1st CENTER**

Resolution No. G-5224-12-20

WHEREAS, the Illinois Department of Children and Family Services notified the Child 1st Center of an increase of 2% COLA in the grant awarded to the CAC in State FY2021; and;

WHEREAS, the Illinois Attorney General Violent Crime Victims' Assistance program notified the Child 1st Center of an increase for State FY2021 from \$15,100 to \$20,000; and;

WHEREAS, the Childrens' Advocacy Centers notified Child 1st Center of an increase in the VOCA program funding to \$279,194; and;

WHEREAS, the Macon County with Child 1st Center as lead agency was awarded new Illinois HEALS program 104,783 beginning January 1,2020 through Sept 30,2020 and;

WHEREAS, the aforementioned circumstances have given rise to an emergency situation in that valuable grant and donation dollars will be lost and the burden to the County's general fund will increase without the amending of the State's Attorney's Child 1st Center budget for FY20.

NOW THEREFORE BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, Illinois, that the State's Attorneys FY20 budget for the Child 1st Center be amended as set forth below and as per attached detailed sheet.

INCREASED REVENUE

092-40X-4XXX

\$129,427.34

INCREASED EXPENSE

092-40X-5XXX

\$60,924.11

092-40X-6XXX

\$27,032.89

092-40X-7XXX

\$19,776.42

092-40X-8XXX

\$14,822.69

Total Increased Expenses

\$122,556.11

WHEREAS, the Finance Committee met on November 30, 2020; and

BE IT FURTHER RESOLVED that this Resolution shall be effective upon passage.

PRESENTED, PASSED, and APPROVED this 10th Day of December 2020.

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

Resolution Figures for increased Revenue and Expense

	Amended budget amounts
400 4xxx	2,882.79
400 5xxx	(1,740.89)
6xxx	(3,010.46)
7xxx	727.07
8xxx	36.79
	(3,987.49)
401 4xxx	2,041.80
401 5xxx	1,714.30
6xxx	327.50
exp ttl	2,041.80
402 4xxx	1,112.50
402 5xxx	679.05
6xxx	156.90
7xxx	64.65
8xxx	211.90
exp ttl	1,112.50
404 4xxx	10,856.25
404 5xxx	1,403.65
6xxx	4,228.95
7xxx	3,722.70
8xxx	1,500.00
exp ttl	10,855.30
407 4xxx	112,534.00
407 5xxx	58,868.00
6xxx	25,330.00
7xxx	15,262.00
8xxx	13,074.00
exp ttl	112,534.00
4XXX	129,427.34
5XXX	60,924.11
6XXX	27,032.89
7XXX	19,776.42
8XXX	14,822.69
Exp TTL	122,556.11
Rev-Exp	6,871.23

**MACON COUNTY BOARD RESOLUTION APPROVING
INCREASE IN APPROPRIATIONS IN THE FY20
GENERAL FUND BUDGET FOR LOCAL CURE PROGRAM**

RESOLUTION NO. G-5225- 12-20

WHEREAS, Macon County has received notification from the Local Coronavirus Urgent Remediation Emergency Support (Local CURE) Program funded from the CARES Act and administered through the Illinois Department of Commerce and Economic Opportunity, that it is eligible to receive funds in the amount of \$610,215 as financial support in responding to or mitigating COVID-19; and

WHEREAS, provision for this program was not included in the FY 20 budget; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that valuable funding will be lost without amending this budget; and

WHEREAS, the local CURE program is a reimbursement program and reimbursement requests may be submitted for necessary expenditures between March 1 and December 30, 2020; and

WHEREAS, the proposed budget amendment was discussed by the Macon County Finance Committee on November 30, 2020 and agreed to allow it to go to the full Board for approval; and

WHEREAS, the amending of the General Fund FY20 budget as follows:

001-000-4945-000	CURES ACT Funds	\$ 610,215
001-020-8115-000	COVID RELIEF EXPENSES	\$ 610,215

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amending of the General Fund Budget by increasing appropriations as noted above.

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

PRESENTED, PASSED, APPROVED this 10th day of December, 2020.

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 A
WORKING AGREEMENT FOR
DECEMBER 1, 2018 THROUGH
NOVEMBER 30, 2021 BETWEEN THE
SHERIFF OF MACON COUNTY,
ILLINOIS AND MACON COUNTY,
ILLINOIS, AND THE MACON
COUNTY SHERIFF'S OFFICE
COMMAND OFFICERS'
ASSOCIATION**

Resolution No. G-5226-12-20

WHEREAS, the Macon County Sheriff's Office and the Macon County Sheriff's Office Command Officers' Association have reached an agreement regarding the terms and conditions of the employment of Macon County Sheriff's Office Command Officers Association; and

WHEREAS, the parties have agreed to the terms and conditions in the attached contract.

NOW THEREFORE BE IT RESOLVED by the Macon County Board, assembled in regular meeting at Decatur, that it hereby approves the attached contract for the period of December 1, 2018 through and including November 30, 2021.

PRESENTED, PASSED, and APPROVED this 10th day of December, 2020.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

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

Kevin R. Greenfield, Chair
Macon County Board

WORKING AGREEMENT

FOR

December 1, 2018 through November 30, 2021

BETWEEN

THE SHERIFF OF MACON COUNTY, ILLINOIS

AND

MACON COUNTY, ILLINOIS

AND THE

MACON COUNTY SHERIFF'S OFFICE

COMMAND OFFICERS' ASSOCIATION

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**COMMAND OFFICERS' AGREEMENT FOR 20184 -
2021**

**ARTICLE I
AGREEMENT**

This Agreement is entered into by the Sheriff of Macon County, Illinois (hereinafter referred to as "Sheriff"), and the Macon County Board (hereinafter referred to as "Board"), with the Sheriff and the Board together to be known as the "Employer," and the Macon County Sheriff's Department Command Officers' Association (hereinafter referred to as "Association").

**ARTICLE II
RECOGNITION**

A. The Employer recognizes the Association 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 Deputy Sheriff Command Officers of the Macon County Sheriff's Department (hereinafter referred to as "Department"), with the Command Officer rank of Sergeant, or above. That is, the Employer recognizes the Association as the exclusive bargaining representative of the employees comprising the bargaining unit, pursuant to the Illinois Labor Relations Act (5 ILCS 315/1 *et seq.*), and the parties hereby agree that the terms of this collective bargaining agreement, and the negotiations and resolution of any impasse reached in the context of bargaining for a successor collective bargaining agreement, shall be governed by the provisions contained within said Act, including but not limited to mediation (where mandated and/or mutually waived by the parties), and mandatory "interest arbitration" (when necessary), as set forth within Section 14 of the Act. That is, the parties hereto agree that the "public employees" encompassed by this bargaining unit are not authorized by law to strike and/or participate in a work slowdown (as a means of economic recourse), and that any bargaining impasse for a successor agreement must be resolved by means of the procedure set forth within Section 14 of said Act (5 ILCS 315/14). The positions of Under-Sheriff, Chief Deputy, and/or Administrative Assistant, as defined by the Macon County Merit Commission Rules and Regulations, are not recognized as a part of the Association nor are they covered by this Agreement.

Deputy Sheriff Command Officers (hereinafter referred to as "Employees") are further defined as those Employees listed in Article XXIII of this Agreement, attached hereto and incorporated herein by reference, as defined in Section A of this Article.

B. The Employer agrees to negotiate with the Association concerning any newly created classifications which are includable in the bargaining unit.

C. The Sheriff, Under-Sheriff, Chief Deputy, and/or Administrative Assistant may continue to perform bargaining unit work, which is incidental to their jobs and may also perform bargaining unit work in emergency situations. The performance of such work by the Sheriff, Under-Sheriff, Chief Deputy, and/or the Administrative Assistant shall not cause any layoffs or reduction of hours of bargaining unit Employees.

**ARTICLE III
WORK STOPPAGE PROHIBITED**

A. STRIKE/LOCKOUT PROHIBITED: Neither the Association nor any of its officers, agents or County Employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement and until a successor Agreement is ratified by both parties. The County shall not lock out Employees during the terms of this Agreement.

B. ASSOCIATION ACTION: Upon notification by the County to the Association that certain of its members are engaged in violation of this provision, the Association shall immediately order such members to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

C. PENALTIES: Any or all of the Employees who violate any of the provisions of this Section may be discharged or disciplined by the Employer, including loss of compensation, vacation benefits and/or holiday pay. In any arbitration proceedings, involving breach of this provision, the sole question for the Arbitrator to determine is whether Employee engaged in the prohibited activity.

In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE IV MANAGEMENT RIGHTS

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

- A. To direct all operations of the Department;
- 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 Department;
- D. To suspend, demote, discharge and take other disciplinary action(s) against Employees, subject to Article X ("Discipline/Discharge") herein. To lay off Employees;
- E. To maintain efficiency of Departmental operations;
- F. To take whatever action is necessary to comply with State and Federal laws;
- G. To introduce new or improved methods of facilities;
- H. To change existing methods of facilities;
- J. To determine the kind and amount of services to be performed pertaining to Departmental operations, and the number and kind of classifications to perform such services;
- K. To contract for goods or services;

- L. To determine the methods, means and personnel by which the Department operations are to be conducted;
- M. To take whatever action is necessary to carry out the functions of the Department in situations of emergency.

**ARTICLE V
ASSOCIATION ACTIVITY**

A. ASSOCIATION BUSINESS: Association business shall be transacted outside of the normal hours except as provided by the grievance procedures.

B. OFFICIALS: The Association agrees to provide written notification to the Employer within ten (10) working days following election or selection of representatives, stewards or other officials to enforce this Agreement.

C. LEAVE WITHOUT PAY TO ATTEND MEETINGS: A maximum of two (2) Employees must request a leave of absence without pay to attend Association- sponsored meetings, workshops, State and/or International Conventions. The request must be submitted in writing at least three (3) days prior to the requested leave of absence. Permission for such a leave shall not be unreasonably denied.

D. MEETING SPACE: The Employer shall provide space for regular Association meetings. Employees shall be released, with pay, to attend such meetings if possible and if approved by the Sheriff of his/her designee. Such approval shall not be unreasonably denied.

E. NEGOTIATIONS: A reasonable number of Employees shall be released from work with pay in order to participate in collective bargaining sessions with the Employer.

**ARTICLE VI
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, covered under this Agreement, against whom a civil and/or criminal complaint is filed or grand jury proceedings are instituted for alleged false arrest, false imprisonment or abuse of power, in the performance of job-related and assigned duties.

The Employer shall hold 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/her duties, either on or off duty, within the general scope of his/her employment, and that such damages did not result from the willful and wrongful acts or 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/she 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 County with coverage for such matters.

ARTICLE VII GRIEVANCE PROCEDURE

A. DEFINITION OF A GRIEVANCE: A grievance is defined as any difference, complaint or dispute between the Employer and the Association 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.

B. REPRESENTATION: Grievances may be processed by the Association on behalf of any Employee or on behalf of a group of Employees.

Either party may have the Grievant, or one Grievant representing group grievance, present at any step of the grievance procedure, and the Employee is entitled to Association representation at each and every step of the grievance procedure if he/she so desires.

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.

C. STEPS IN PROCEDURE:

Step 1: The Association or the Employee, alone, shall prepare a written grievance and present it to the Sheriff no later than ten (10) working days after the incident occurred. Within five (5) working days after the grievance is presented to Step 1, the Sheriff shall discuss the grievance with the Association and/or the Grievant. The Sheriff shall respond in writing within five (5) days following the meeting.

Step 2: If the matter is not adjusted in Step 1, the Employee, alone, or the Association, may present a non-disciplinary grievance to an impartial party selected from a list of persons agreed to by the Sheriff and the Association. The impartial person shall make the final decision on the non-disciplinary grievance. If not rectified at Step 2, then non-disciplinary grievances shall move to Step 4 at the request of either party.

Step 3: If a disciplinary matter is not adjusted in Step 1, the Employee, alone, or the Association will present the grievance to the Merit Commission whose decision on the issue shall be based on a simple three-fifths (3/5) majority, if not rectified. The

hearing shall be conducted according to the rules and regulations of the Merit Commission.

Step 4: If the matter is not adjusted in Step 2 or Step 3, the Employee, alone, or the Association may take appropriate legal action including arbitration as deemed necessary by the individual group involved or the Association. Any expenses of such legal action or arbitration chargeable to the Grievant would be paid by the individual Employee or Employees involved and not the Association.

ARTICLE VIII HOURS OF WORK

A. Hours of work are to be set by the Sheriff in accordance with applicable State and Federal laws.

B. Overtime compensation is to be credited in accumulated time (ACD) at a straight time rate for all time worked past the scheduled work shift. After reaching one hundred seventy-one (171) hours in a twenty-eight (28) day work period, overtime compensation is to be paid at the rate of time and one-half for all time worked in excess of the one hundred seventy-one (171) hour limit. Further, any work in excess of eight (8) hours in any one (1) day shall be considered overtime compensated at time and one-half times the Employee's base hourly rate.

Employees may request payment for overtime at any time after it is earned. Employees may accumulate up to ninety-six (96) hours of overtime. Overtime hours exceeding ninety-six (96) will be automatically paid to the Employee, pursuant to Article XII, Section B.

C. All off duty court appearances, irrespective of the total number of hours worked in a period, the Employee shall be paid, from the designated time of said appearance until properly dismissed, at the Employee's base hourly rate of pay. A minimum of three (3) hours will be credited to the Employee for said court appearance hours. In the event that an Employee's court appearance hours and work period hours combined exceed a total of one hundred seventy-one (171) hours for the work period, the Employee will be paid in accordance with the overtime provisions of this Article.

D. Annually, Employee shall have the option to sell back any accrued compensatory time, so long as the County is given notification by November 1st of that year. The County shall provide the officer a separate check not later than the following December 1st. Once the officer provides the County with notification of intent to sell back accrued compensatory time, said time shall be deemed unavailable for use by the officer.

In no event will any Employee be entitled to any ACD hours for court appearances granted under this Section.

**ARTICLE IX
SENIORITY/LAYOFFS/RECALLS**

A. DEFINITION OF SENIORITY: Seniority is defined as the Employee's length of continuous months of full-time service with the County since the Employee's last date of hire.

B. LOSS OF SENIORITY: Seniority and the employment relationship shall be broken and terminated if an Employee:

1. Quits;
2. Is discharged;
3. Is laid off for more than two (2) years or for an equal amount of time as accrued seniority at the time of layoff, whichever is greater;
4. Fails to report to work at the termination of a leave of absence;
5. If an Employee on leave of absence for personal or health reasons accepts other employment without permission; or,
6. If he/she is retired.

C. SENIORITY LIST: The Employer shall post and supply to the Association an updated seniority list for bargaining unit Employees at least twice each year.

D. LAYOFFS: When the Employer determines that layoffs are necessary, it shall also determine the number of Employees to be laid off, and shall make notification to the Association of the number of Employees that will be subject to the layoff. Employees shall be laid off by seniority, with the least senior Employee being laid off first.

E. RECALLS: Employees shall retain rights for two (2) years or an equal amount of time to their accrued seniority at the time of layoff, whichever is greater. If the County authorizes that a vacancy be filled, Employees on layoff, with recall rights, 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 Employee's last known address. It is the responsibility of an Employee on layoff to provide the Sheriff with his/her latest mailing address. The Employee must notify the Sheriff, within three (3) days after receipt of the notice, if he/she will accept the recall and must be able to report for work within fourteen (14) calendar days from the date of notification of acceptance of the recall. If an Employee is unable to report for work within the required time period due to illness, injury or other documented medical

reasons, then the next senior Employee(s) shall be recalled until such time as the first Employee receives a medical doctor's clearance to return to work as a Deputy Sheriff.

F. APPLICATION OF SENIORITY: It is recognized that seniority shall be a factor for two (2) or more Employees seeking a vacation period at the same time, for shift assignments, for transfers and/or work assignments not covered by the Merit Commission Rules.

Upon written request to the Sheriff, an Employee may request an explanation of work assignment.

ARTICLE X DISCIPLINE/DISCHARGE

An Employee may be disciplined or discharged by the Employer for just cause. The Employer recognizes the principles of progressive and corrective discipline.

ARTICLE XI HOLIDAY/SHIFT COMPENSATION

In consideration of holidays, shift assignments and the demands of scheduling personnel on the basis of twenty-four (24) hours a day, seven (7) days a week, Employees within the bargaining unit shall receive an annual sum equal to six percent (6%) of their annual salary rate, as of the thirtieth (30th) day of November, during each year of the term of this Agreement. This sum shall be paid annually, in a separate check, during the first ten (10) days of December following the annual anniversary date(s) of this Agreement. Said payment 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 (0/5%) for each full month of employment, following the first (1st) day of December, through the thirtieth (30th) day of November, during each year of the term of this agreement, An Employee who resigns or retires will receive a prorated payment based on his/her full months of employment following the first (1st) day of December.

ARTICLE XII REIMBURSEABLE ABSENCE (PAID TIME OFF)

Regular full-time Employees are eligible for Paid Time Off hours (PTO) for the following reasons and in accordance with the following conditions and procedures:

A. SICK LEAVE: Bargaining unit Employees will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than one-half (1/2) day increments.

An Employee may use sick leave for sickness or disability of the Employee or a

member of Employee's immediate family and/or spouse, or to attend physical and dental examinations that could not be scheduled during the Employee's off duty hours. The Employee must notify and gain approval of his/her supervisor of intended use of sick leave as soon as possible and no later than one (1) hour prior to the start of the Employee's work shift.

Sufficient evidence of abuse of sick leave may subject Employee to disciplinary action.

For Employees hired prior to January 1, 1994, sick leave may be accumulated to two hundred forty (240) days. For Employees hired after January 1, 1994, sick leave may be accumulated to one hundred fifty (150) days. Unused sick leave upon retirement shall be utilized according to Illinois Municipal Retirement Fund Regulations to extend retirement benefits. When an Employee dies or retires (either normal or disability retirement), the Employee, or the Employee's beneficiary in case of death, may elect to receive a sick leave buyout payment at the rate of fifty percent (50%) of the Employee's accumulated sick leave. For Employees hired prior to January 1, 1994, the sick leave buyout shall be up to a maximum of one hundred twenty (120) accumulated sick leave days. For Employees hired after January 1, 1994, the sick leave buyout shall be up to a maximum of sixty (60) accumulated sick leave days.

Due to recent changes in the Illinois Municipal Retirement Fund regulations, Employees that are paid more than 15 sick days will trigger an early payment obligation that may be a significant financial obligation for the Employer. To avoid this financial obligation, Employee may elect to be compensated for the above sick time buyout under one of the two following options:

- (1) Employees are to be paid eligible sick leave buyout 60 days after their retirement date. If this option is selected the employee will receive a bonus in addition to the sick leave buyout (and the accrued vacation as specified below in Subsection 1A) as set forth below:

0-25 days	\$1000.00
26-50 days	\$2000.00
51-75 days	\$3000.00
76-100 days	\$4000.00
101-120 days	\$5000.00

OR

- (2) As an alternative to being paid owed sick days 60 days following retirement or death, Employees may, at any time during their employment, after 8 years of employment (*i.e.*, vested), and at least four years prior to retirement,* "cash-in"

their sick days (up to the limit they may be owed based upon the date of their date of hire, pursuant to Article XII, Section A). The "cashed-in" sick days shall, at the option of the respective employee, either be invested into the County 457 Investment Plan or as otherwise directed by the employee to an investment plan approved by the United States Tax Code. Once an option is exercised and/or chosen, and the employee has designated his or her intention to retire, that employee shall be subject to the County's right to be reimbursed for accelerated payouts that are paid to IMRF on behalf of the employee that would not otherwise be paid had the employee not retired by a date certain --- i.e., did not exercise the option to cash-in within four (4) years of that employee's designated retirement date. The County shall have the right to seek through the Macon County Circuit Court a judgment for any amount so paid in acceleration from the employee who does not "cash-in" said sick days within four (4) years of retirement (subject to the exception noted below).

*(said "4 years" shall not apply to any command officer with at least 17 years of service at the time of expiration of the predecessor agreement). November 30, 2018.

1(A). NOTE: In addition to the payment of sick-days specified above, all accrued vacation days shall be paid to the employee in the next regular payroll period.

B. ACCUMULATED TIME: Employees in the bargaining unit may earn accumulated time for overtime work as set forth in the Hours of Work Article of this Agreement. Accumulated time shall not be accumulated beyond ninety-six (96) hours for each Employee. Employees who exceed the ninety-six (96) hour limitation in any fiscal year shall be paid their accumulated time at their basic hourly rate no later than December 15 of the next fiscal year.

C. PERSONAL LEAVE: An Employee is eligible to take a maximum of three (3) days per year with pay for pressing personal business which cannot be scheduled outside of normal work hours, upon approval of the Sheriff. The Employee shall request such personal leave at least forty-eight (48) hours prior to the leave, unless such leave is of an emergency nature. In no event is any personal day to be used to extend a vacation or holiday period. In the event an Employee has personal days unused at the end of the employment year, he/she may carry over two (2) personal leave days which must be used in the next year. The year for the purpose of this Paragraph C shall begin December 1 and end November 30.

D. FUNERAL LEAVE: All Employees shall be allowed up to three (3) days funeral leave in the event of the death of the Employee's spouse, child, mother, father, sister, brother, sister-in-law, brother-in-law, parents-in-law, grandparents, grandparents of spouse or any person living in the Employee's household. Such leave shall not be deducted from any other leave or vacation benefit. The duration of the leave shall be approved by the Officeholder and/or Department Head, provided such approval shall not be unreasonably withheld.

E. UNUSED ACD TIME: Unused accumulated time upon an Employee's retirement or separation from service shall be compensated to the Employee's at the Employee's basic hourly rate or by early retirement or early separation at the option of the Employee.

**ARTICLE XIII
VACATIONS**

A. All Employees covered by this Agreement shall be entitled to the following vacation periods computed from their anniversary dates of employment (effective upon ratification of the Agreement by both parties):

<u>YEARS OF SERVICE COMPLETED</u>	<u>DAYS</u>
<u>VACATION</u>	
One through three	7
Calendar days	
Four through seven	14
Calendar days	
Eight through sixteen.....	21
Calendar days	
Seventeen and over.....	28
Calendar days	

Vacations that are not scheduled 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 (1) year period, or if the Sheriff gives approval in writing, unused vacation shall be converted to compensatory time (ACD) based on eight (8) hours for every unused vacation day, to be used subject to the reimbursable absence (ACD) section of this Agreement.

B. Regardless of whether an Employee is working a five (5), six (6) or seven (7) day shift in any seven (7) calendar day period, the Employee's regularly scheduled days off will not count as vacation days used. Employees may take all their allotted vacation one (1) day at a time, provided such single day vacations are requested by the Employee and approved by the Employer at least seven (7) days in advance of the requested single vacation day. Approvals of these single day vacation requests shall not be unreasonably withheld.

C. 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.

D. 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 payday immediately preceding the Employee's vacation period.

- E. Whenever possible, the Sheriff or his/her designee shall grant vacations at the time requested by the Employee. By May first (1st) of each calendar year,

Employees must submit, in writing, via their supervisor, their request for vacation period(s), in order for seniority rights to prevail. If the nature of the work makes it necessary to limit the number of Employees on vacation at the same time, the Employee with the greater seniority shall be given their choice of vacation period in the event of any conflict with other vacation periods. Employees who file their preference by May first (1st) shall be notified by June first (1st), if their vacation preference(s) is approved or not. The Sheriff reserves the right to cancel vacations in emergency situations.

ARTICLE XIV INSURANCE

A. The County 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 a family plan coverage and seventy-five percent (75%) of the premium per month for single plan coverage for employees. The remaining cost of the coverage shall be deducted from the Employee's salary. The County 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 County, only one family insurance plan will be provided.

B. The County shall continue to provide equal or better insurance coverage benefits for the Employees.

C. The County shall provide, at its own expense, a full Fifty Thousand Dollars (\$50,000.00) 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.

D. 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 County's expense, if any such Employee is subject to a layoff or officially retires, as referred to in Article XIII of this Agreement.

E. If illness is the reason for an Employee's leave of absence, the Employee may continue, at his/her own expense, the same County-paid hospitalization insurance program which the Employee had before he/she went off the payroll. Those Employees with at least three (3) years of service, on extended sick leave of absence will have their insurance premiums paid for a period of six (6) months (Employee coverage only), with option of picking up the insurance premiums at the same cost at the conclusions of said six (6) month period. An Employee may carry spouse and/or family coverage at the Employee's own expense.

F. If an Employee drops the County's insurance during the term of this Agreement, the amount of insurance adjustment added to the Employee's base salary will not be deducted from their salary for the remainder of the Agreement unless the Employee added dependents prior to the signing of this Agreement solely for the purpose of increasing their base rate of pay.

ARTICLE XV UNIFORMS AND EQUIPMENT

A. The Employer shall provide unit Employees with all required uniforms, badges and equipment.

B. Those Employees that are the rank of Investigator or are assigned positions requiring "plain" or civilian style clothing, shall receive a "plain clothing allowance" of Fifty Dollars (\$50.00) for each full month of service in said positions, beginning with the first (1st) day of December following the effective date of this Agreement, through the last day of November following the expiration date of this Agreement.

The Employer shall pay each affected Employee said allowance, on an annual basis, in one (1) total payment, not to exceed the sum of Six Hundred Dollars (\$600.00) per Employee. The Employer shall remit said annual payment to the affected Employee(s) by the fifteenth (15th) day of January, following each and every annual anniversary date of this Agreement.

C. Supervisor on duty who works the desk shall be provided one parking space at the Public Building Commission parking lot located at Water and Macon Streets.

ARTICLE XVI NON-DISCRIMINATION

A. DISCRIMINATION PROHIBITED: Neither the County nor the Association 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 the appropriate State or Federal agencies and complaints not filed with appropriate State or Federal agencies are not grievable.

B. ASSOCIATION MEMBERSHIP OR ACTIVITY: Neither the County nor the Association shall interfere with the right of Employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such Employees because of lawful Association membership or non-membership activity status.

ARTICLE XVII PERSONNEL FILES

A. Upon written request by an Employee, the County shall permit the Employee

to inspect his/her personnel file at least twice per calendar year. Such inspection 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.

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

C. 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.

ARTICLE XVIII SAFETY

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

B. If a situation exists such as would leave 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 the Departmental 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 Paragraph, unless such refusal is unreasonable.

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

D. A representative of the Association, the Sheriff or his representative, and a representative of the County Board shall meet at least four times per year to identify and correct any unsafe or unhealthy working conditions. Each party shall submit an agenda for the meeting at least one (1) week prior to the meeting. The meeting shall ordinarily be scheduled during normal working hours, and the Association representatives shall receive pay for attending the meetings unless the meetings occur with the Employee's normal work hours.

ARTICLE XIX SUBSTANCE ABUSE

Section 1. Drug Testing of Employees.

There shall be across-the-board or random drug testing of Employees. Where there is a reasonable cause to suspect that an Employee is under the influence of alcohol or drugs, and is impaired while on duty, that Employee may be required to

report for drug testing. When a supervisor has a reasonable cause to suspect that an Employee is impaired, that supervisor shall have a representative of the Personnel Department and the Union representative/Union Steward confirm that suspicion. If the suspicion is confirmed, the Personnel Director shall be notified and the Personnel Department shall arrange for the drug test. Management shall allow the Employee being ordered to submit to the test to have the opportunity to consult with a Union representative before submitting to the test.

Section 2. Testing Procedures.

Only laboratories that are agreed to by the parties and that meet the draft National Institute of Health standards shall be used to conduct the tests. The labs must use tamperproof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of six (6) months. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The labs shall make such results available to the Union upon request. All testing shall be by chemical analysis of the blood or blood serum by gas chromatography/mass spectrometry (GC/MS). At the time a blood specimen is drawn, the Employee shall be given a copy of the specimen collection procedures; the specimens must be immediately sealed, labeled and initialed by the Employee to ensure that the specimens tested by the laboratory are those of the Employee. The required procedure is as follows:

The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the Employee and a Union representative, if requested by the Employee, be labeled and then initialed by the Employee. The Employee has an obligation to identify each specimen and initial the same. The specimens shall be placed in the transportation container after being drawn. Then the container shall be sealed in the Employee's presence and in the presence of the Union representative, if so requested by the Employee, and the Employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest business day via courier or the other fastest method available.

Section 3. Presumptions.

In the event a chemical analysis by weight of the alcoholic content of the Employee's blood shows the presence of alcohol, presumptions shall apply in accordance with the following chart:

Elapsed Time Since Employee Has Begun His Workday to Time the Employee Gives the Blood	Considered Impaired	No Presumption	Presumed to Have Been Impaired
--	---------------------	----------------	--------------------------------

Sample			
0 Hours – 1 Hour	.05 or less	+.05 but -.10	.10 or more
1 Hour – 2 Hours	.04 or less	+.04 but -.09	.09 or more
2 Hours – 3 Hours	.03 or less	+.03 but -.08	.08 or more
3 Hours – 4 Hours	.02 or less	+.02 but -.07	.07 or more
4 Hours – 5 Hours	.01 or less	+.01 but -.06	.06 or more
5 Hours – 6 Hours	.00 or less	+.00 but -.05	.05 or more
6 Hours – 7 Hours	.00 or less	+.00 but -.04	.04 or more
7 Hours – 8 Hours	.00 or less	+.00 but -.03	.03 or more
8 Hours – 9 Hours	.00 or less	+.00 but -.02	

information concerning the margin of accuracy and precision of the quantitative data reported for the tests. All reports shall be reviewed by a toxicologist or a physician prior to release and only confirmed results shall be reported to the Employer. However, in the case of a negative test, the report shall specify that the test was negative for the particular substance.

At the time of submitting to testing, an Employee shall have the right to request that the blood be preserved for a period of not less than six (6) months. Management agrees to make arrangements with the medical facility, which is performing the blood testing, to allow for the preservation of the samples as requested.

Section 5. Retesting.

If the test results show the presence of alcohol or any controlled substances, the Union shall have the right to request the preserved samples be sent for testing to a laboratory chosen from a list of laboratories agreed to by the parties and which meet the draft National Institute of Health Standards. The cost shall be borne by the Employee requesting such testing. If the requested test results are negative, the cost of such retest shall be paid by the Employer, and the Employee's records shall be cleared.

Section 6. 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 continue to receive their regular pay while they participate in their regular pay, even though they are working in a lower paying classification.

Those Employees who have been found to be impaired or have admitted that they reported to work and/or worked while under the influence of alcohol and/or controlled substances will be subject to discharge unless they participate in the EAP. However, if they successfully participate in a program, they will be allowed to return to their former position with retention of their seniority rights. Prior to commencing the EAP, the Employees shall be required to sign an Agreement (attached as Appendix I of this Agreement). These Employees may be employed in non-safety sensitive jobs after volunteers have been placed. When so employed, these Employees are paid at the applicable rate of pay. Such Employees must participate in the EAP for a minimum of thirty (30) days.

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 positions 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 7. The Elements of the Employee Assistance Program.

Eligibility: There will be two categories of Employees who will be eligible for assistance under the EAP:

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 him/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.

Category II Employees are those who are subject to termination and who request participation to preserve employment. Category II Employees will not be permitted to participate in the EAP more than once in any three year period in order to preserve employment. However, after successful completion of the EAP, Category II Employees may subsequently become a Category I participant and voluntarily seek assistance more than once within a three year period.

Section 8. 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 advice of the EAP agency.

Section 9. Conditional Employment While in EAP.

Generally, 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 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 position 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 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 will also be entitled to continue participation in the Insurance Plans and they will 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.

ARTICLE XX SAVINGS CLAUSE

If any Article or Section of this Agreement, or an 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 XXI ENTIRE AGREEMENT/WAIVER

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject or matter specifically referred to or covered in this Agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

Employer agrees with respect to wages, hours of work, and all other conditions of employment and stipulations of this Agreement, the Command Officers' benefits shall equal or exceed those agreed to in the Deputies Union concurrent Working Agreement.

**ARTICLE XXII
AUTHORITY OF THE AGREEMENT**

Unless specifically covered by this Agreement, the rules of the Macon County Merit Commission and the Standard Operating Procedures of the Department shall prevail. However, the parties, signatory to this Agreement, agree that the provisions of this Agreement shall supersede any provisions of the rules of the Merit Commission and/or the Department relating to any subjects of collective bargaining, contained herein, if the provisions of such rules differ with this Agreement. In the event the Sheriff proposes to change an existing rule and such rule does not cover matters contained in this Agreement, the Association shall be notified of such proposed change and shall have the right to discuss and negotiate over the impact on wages, hours of work, and conditions of employment, if any, or the change prior to its effective date.

**ARTICLE XXIII
SALARY STRUCTURE**

This Agreement shall cover the wages for the classifications of Macon County Deputy Sheriff Command Officers to their base salaries as follows:

- 1) Effective December 1, 2018 2.25%
- 2) Effective December 1, 2019 2.00%
- 3) Effective December 1, 2020 2.75%.

**ARTICLE XXIV
DURATION**

Because the parties may mutually decide to commence negotiations pursuant to the Illinois Labor Relations Act (5 ILCS 315/1 *et seq.*) ("the Act") for a successor collective bargaining agreement prior to the expiration date of this Agreement, the parties agree that should impasse result during said negotiations for a successor collective bargaining agreement (and the parties have either exhausted mediation and/or have mutually waived mediation as required by Section 14 of the Act), either party may serve notice of an intent or desire to proceed to "interest arbitration" pursuant to Section 14 of the Act. Any ruling by the Arbitrator and/or tentative agreement subsequently ratified by the respective parties shall commence and/or be retroactive to the expiration date of this Agreement, so that no "gap" shall occur due to continued bargaining past the expiration date hereof. Subject to and with the understanding expressed above concerning potential extension of the term of this Agreement (but with retroactive application of any subsequent ruling by an interest arbitrator as specified above and pursuant to this Article XXIV), the duration of this Collective Bargaining Agreement is from December 1, 2018 through November 30, 2021.

**ARTICLE XXV
RESIDENCY**

Employees must live within forty (40) miles of the Macon County Sheriff's Office.

DATED this _____ day of December, 2020.

For the Association:

LT. W. F. S. L. Bly
Association President

For the County:

Macon County Sheriff

Association Secretary

Chairman of the County Board

Macon County Clerk

Lieutenants	11/30/2017	2.25%	12/1/2018	2.00%	12/1/2019	2.75%	12/1/\$2020
4 yrs	\$85,077.56	\$1,914.25	\$86,991.81	\$1,739.84	\$88,731.65	\$2,440.12	\$91,171.77
6 yrs	\$86,289.59	\$1,941.52	\$88,231.11	\$1,764.62	\$89,995.73	\$2,474.88	\$92,470.61
8 yrs	\$87,502.05	\$1,968.80	\$89,470.85	\$1,789.42	\$91,260.27	\$2,509.66	\$93,769.93
10 yrs	\$88,714.49	\$1,996.08	\$90,710.57	\$1,814.21	\$92,524.78	\$2,544.43	\$95,069.21
12 yrs	\$91,175.92	\$2,051.46	\$93,227.38	\$1,864.55	\$95,091.93	\$2,615.03	\$97,706.96
14 yrs	\$92,388.39	\$2,078.74	\$94,467.13	\$1,889.34	\$96,356.47	\$2,649.80	\$99,006.27
16 yrs	\$93,600.86	\$2,106.02	\$95,706.88	\$1,914.14	\$97,621.02	\$2,684.58	\$100,305.60
18 yrs	\$94,813.30	\$2,133.30	\$96,946.60	\$1,938.93	\$98,885.53	\$2,719.35	\$101,604.88
20 yrs	\$96,025.79	\$2,160.58	\$98,186.37	\$1,963.73	\$100,150.10	\$2,754.13	\$102,904.23
23 yrs	\$97,708.00	\$2,198.43	\$99,906.43	\$1,998.13	\$101,904.56	\$2,802.38	\$104,706.94
25 yrs	\$99,390.18	\$2,236.28	\$101,626.46	\$2,032.53	\$103,658.99	\$2,850.62	\$106,509.61
28 yrs	\$101,072.34	\$2,274.13	\$103,346.47	\$2,066.93	\$105,413.40	\$2,898.87	\$108,312.27
30 yrs	\$103,914.18	\$2,338.07	\$106,252.25	\$2,125.05	\$108,377.30	\$2,980.38	\$111,357.68

Sergeants	11/30/2017	2.25%	12/1/2018	2.00%	12/1/2019	2.75%	12/1/\$2020
4 yrs	\$76,404.28	\$1,719.10	\$78,123.38	\$1,562.47	\$79,685.85	\$2,191.36	\$81,877.21
6 yrs	\$77,616.73	\$1,746.38	\$79,363.11	\$1,587.26	\$80,950.37	\$2,226.14	\$83,176.51
8 yrs	\$78,829.21	\$1,773.66	\$80,602.87	\$1,612.06	\$82,214.93	\$2,260.91	\$84,475.84
10 yrs	\$80,041.68	\$1,800.94	\$81,842.62	\$1,636.85	\$83,479.47	\$2,295.69	\$85,775.16
12 yrs	\$82,503.09	\$1,856.32	\$84,359.41	\$1,687.19	\$86,046.60	\$2,366.28	\$88,412.88
14 yrs	\$83,715.50	\$1,883.60	\$85,599.10	\$1,711.98	\$87,311.08	\$2,401.05	\$89,712.13
16 yrs	\$84,928.02	\$1,910.88	\$86,838.90	\$1,736.78	\$88,575.68	\$2,441.33	\$91,217.01
18 yrs	\$86,140.48	\$1,938.16	\$88,078.64	\$1,761.57	\$89,840.21	\$2,470.61	\$92,310.82
20 yrs	\$87,352.94	\$1,965.44	\$89,318.38	\$1,786.37	\$91,104.75	\$2,505.38	\$93,610.13
23 yrs	\$88,984.46	\$2,002.15	\$90,986.61	\$1,819.73	\$92,806.34	\$2,552.17	\$95,358.51
25 yrs	\$90,717.35	\$2,041.14	\$92,758.49	\$1,855.17	\$94,613.66	\$2,601.88	\$97,215.54
28 yrs	\$92,399.50	\$2,078.99	\$94,478.49	\$1,889.57	\$96,368.06	\$2,650.12	\$99,018.18
30 yrs	\$95,249.71	\$2,143.12	\$97,392.83	\$1,947.86	\$99,340.69	\$2,731.87	\$102,072.56