COUNTY OF TAZEWELL, ILLINOIS COUNTY BOARD PROCEEDINGS

MARCH 26, 2014



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN CHRISTIE A. WEBB, COUNTY CLERK

Index

March 26, 2014

Invocation and pledge...1

Proclamation: CDH Awareness Day...2-3

Recognition for Bob Marshall...4

Presentation: Enbridge Pipeline update...4

Approve minutes of the January 29, 2014 and the February 26, 2014 County Board

Proceedings...4

Executive Session - 5 ILCS 120/2(c)(2) - Collective Bargaining or Salary Schedules...4

Executive Session -5 ILCS 120/2(c)(1) – Personnel...4

Land Use

1. Approve petition for a Map Amendment to the Official Dillon Township Zoning Map of Tazewell County...125-133

Transportation

- 2. Approve low bid from Stark Excavation, Inc. for bridge repair...134-135
- 3. Approve IDOT County Maintenance Resolution...136-139
- 4. Approve the purchase of a vehicle...140-141

Health Services

5. Approve proposal and fee estimate from Patrick Engineering for additional work at the Pekin Landfill...5-9

Property

- 6. Approve cleaning contract with Vonachen Services, Inc. for the Justice Center...10-14
- 7. Approve cleaning contract with Vonachen Services, Inc. for the Old Post Office...15-19
- 8. Approve cleaning contract with Vonachen Services, Inc. for the Courthouse...20-24
- 9. Approve cleaning contract with TCRC for the McKenzie Building...25-29
- 10. Approve cleaning contract with TCRC for the Tazewell Building...30-34
- 11. Approve cleaning contract with TCRC for the EMA Building...35-39
- 12. Approve cleaning contract with Vonachen Services, Inc. for the hard floor care...40-44

Finance

13. Approve transfer request for the Highway Department...45

Human Resources

- 16. Approve filling a vacant position for Jail Clerk in the Sheriff's Department...48
- 17. Approve filling a vacant position for Transaction Clerk within the Assessments Office...49
- 18. Approve the revised Employees Personnel Policies Handbook...142-213
- 19. Approve the Collective Bargaining Agreement for the Control Room Operators...50-89
- 20. Approve grievance settlement...214-215
- 21. Approve the creation of a Microfilm/Imaging Technician position...216-217
- 22. Approve filling a full time maintenance position...218-219

Executive

- 23. Approve authorization of application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991...90-91
- 24. Approve adoption of the Acceptance of the Special Warranty for WeCare, Inc...92-109
- 25. Approve alternates to attend Tri County Regional Planning Committee meetings...110
- 26. Approve alternates to attend Tri County Ordinance Title 3 Chapter 1 Alcoholic Beverages...111-112

Appointments/Reappointments...113-124

- A. Reappointment of Lawrence Tanner to the Morton Area Farmers Fire Protection District
- B. Reappointment of Thomas J. Walton to the Greater Creve Coeur Sanitary District
- C. Reappointment of Michael L. Morris to the Brush Hill Fire Protection District
- D. Reappointment of Jeff Kickert to the Powerton Fire Protection District
- E. Reappointment of Thomas Bessler to the Northern Tazewell Fire Protection District
- F. Reappointment of Bart Hollingsworth to the Northern Tazewell Fire Protection District
- G. Reappointment of Greg Sinn to the Tazewell County Extension Board
- H. Reappointment of Rosemary Palmer to the Tazewell County Extension Board
- I. Reappointment of Roger Cramer to the East Peoria Sanitary District

J. Reappointment of Robert Kieser to the Board of Review

Approval of Calendar of Meetings for April, 2014...220-221

Approval of Bills...222-270

Recess to April 30, 2014...271

Proceedings of the Tazewell County Board of Tazewell County, Illinois were held in the Justice Center Community Room in the City of Pekin on Wednesday, March 26, 2014.

Board members were called to order at 6:00 p.m. By Chairman David Zimmerman presiding with the following members present: Ackerman, Connett, B. Grimm, Graff, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Redlingshafer, Rinehart, Sinn, Sundell, Vanderheydt, and Wolfe.

Absent: Crawford, D. Grimm, Proehl, and Stanford.

Invocation was given by Chairman Zimmerman, Followed by Chairman Zimmerman leading the Pledge of Allegiance. Motion by Member Rinehart, second by Member Sinn to approve Proclamation: CDH Awareness Day. Motion carried by Voice Vote.

Proclamation - CDH Awareness Day

Whereas, one in every 2,500 pregnancies are diagnosed with a Congenital Diaphragmatic Hernia (CDH); and

Whereas, since the year 2000, it is estimated that over 700,000 babies have been born with CDH, however, only 50 percent of those babies survived; and

Whereas, CDH is as common as Spina Bifida and Cystic Fibrosis, however, very few people know about it or are aware of it; and

Whereas, 1,500 babies are born with CDH every year in the United States; and

Whereas, there are many people living in Tazewell County who have been diagnosed with and have survived CDH, and unfortunately there are families in Tazewell County that have endured the horrible pain and grief associated with the loss of loved ones with CDH; and

Whereas, those with CDH often endure multiple surgeries and possible medical complications beyond their diagnosis that may include heart defects, pulmonary complications, gastric and intestinal problems, developmental delays and these individuals may require respiratory and medicinal support for years; and

Whereas, raising awareness of Congenital Diaphragmatic Hernia will help bring about acceptance and support for those suffering with it and will help advocate for urgently needed medical research and advances, and help raise funds to advance such research.

Therefore, I, David Zimmerman, County Board Chairman of Tazewell County, proclaim April 19, 2014 as Congenital Diaphragmatic Awareness Day, in Tazewell County, in order to raise public awareness of this condition, and to encourage all citizens to learn more about Congenital Diaphragmatic Hernia and support those who are affected.

Respectfully presented March 26, 2014.



Tazewell County Board Chairman

Recognition for Bob Marshall. Chairman Zimmerman presented

Presentation: Enbridge Pipeline update.

Motion by Member Vanderheydt, second by Member Sundell to approve the minutes of the January 29, 2014 and February 26, 2014 County Board proceedings. Motion carried by Voice Vote.

Executive Session – 5 ILCS 120/2(c)(2) – Collective Bargaining or Salary Schedules

Executive Session – 5 ILCS 120/2(c)(1) – Personnel

Transportation Committee In Place meeting at 6:55 P.M. Transportation Committee In Place meeting adjourned at 6:58 P.M.

Motion by Member Rinehart, second by Member Neuhauser to approve the Consent Agenda 1-26, pulling 1, 2, 3, 4, 18, 20, 21, and 22.

COMMITTEE REPORT

Your Health Services Committee has considered the following RESOLUTION and

Mr. Chairman and Members of the Tazewell County Board:

recommends that it be adopted by the Board: RESOLUTION WHEREAS, the Health Services Committee recommends to the County Board to authorize approval of the proposal and fee estimate from Patrick Engineering to perform additional work at the Pekin Landfill; and WHEREAS, the additional proposed services are to develop Borrow Source Geotechnical Investigation, Construction Drawings, Bid Documents and Bid Assistance as outlined as the Scope of Work in the attached document. THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorize payment to Patrick Engineering. BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Health Department Administrator, the Solid Waste Planning Director, and the Auditor of this action. PASSED THIS 26th DAY OF MARCH, 2014.. ATTEST:

Tazewell County Board Chairman

Tazewell County Clerk



Memorandum

TO:

Evelyn Neavear, Tazewell County Health Department (TCHD)

FROM:

Jeff Deckard and Chris Burger

DATE:

2-26-14

SUBJECT:

Proposal and Fee Estimate

Patrick Engineering (Patrick) is sending this Proposal and Fee Estimate in order to perform additional services at the Pekin Landfill. The additional proposed services are to develop Borrow Source Geotechnical Investigation, Construction Drawings, Bid Documents, and Bid Assistance. Patrick estimates that the fee to complete Bid Documents, Construction Drawings, and Borrow Source Geotechnical Investigation will be approximately \$54,500.

SCOPE OF WORK

Design and Bid Documents. As part of this proposed task, Patrick will take the 30% Design Drawings to 100% Construction Drawings and Specifications. The Bid Documents will consist of a set of Bid Instructions and Bid Form. Patrick will also assist the County in the Bidding Process, which will consist of meeting the prospective bidders in a pre-bid meeting and review the bids to make a recommendation.

Borrow Area Investigation. The County has identified two potential borrow areas near the landfill. However, it is not known if the soils in these areas are appropriate for use as capping material for the landfill. As a result, Patrick proposed to perform a subsurface investigation at each area to determine subsurface conditions. This investigation will allow Patrick to identify soil types and groundwater levels to verify that each potential borrow source will have adequate amount of soil need for capping material and that excavation of the soil will not be cost prohibitive due to high groundwater levels. In addition, Patrick will collect representative samples for laboratory testing to verify that the soil has the correct properties for use as a low permeability cap. Patrick's deliverable will include a comprehensive geotechnical investigation report, including recommendations for use of soils encountered at each site as capping materials at the Pekin Landfill. Geotechnical report will also evaluate the suitability of each site for excavation with the intent to create a pond for the current landowner. The report will include soil boring logs, a boring location plan and laboratory test results.

Patrick proposes the following Scope of Services:

- 1. Contacting JULIE for utility marking at boring locations with an on-site Joint Meet.
- 2. Location soil borings will be located in the field using a hand-held GPS unit.

300 West Edwards Street, Suite 200, Springfield, Illinois 62704 | 217.391.3500 | patrickengineering.com



- 3. Drilling ten (10) borings to depths of 25 feet at each of the two proposed borrow areas. Field exploration program will include for a total of 20 soil borings and up to 500 lineal feet of drilling.
- 4. The borings will be drilled using an ATV-mounted, rotary drill rig equipped with 3½-inch I.D. hollow-stem augers (HSA) and an automatic SPT hammer. SPTs will be performed and soil samples will be collected at 2.5-foot intervals using a 2-inch O.D. split-spoon sampler as per ASTM D 1586 the termination depth or bedrock refusal. No rock coring is necessary for this investigation and none is included.
- 5. Performing field exploration activities under the on-site supervision of a Patrick engineering technician who will collect representative soil samples for possible laboratory testing, record the results of the field exploration activities and field-testing procedures, and log the subsurface conditions encountered in each borehole.
- 6. Recording groundwater depths during drilling and immediately following HSA removal. Groundwater depths will be referenced to the ground surface at each boring.
- 7. Backfilling the borings with a combination of bentonite chips and soil cuttings from the drilling operation. Patrick will attempt to firmly compact the soil cuttings in the borehole; however, settlement is possible and the boreholes should be checked several days after filling to verify that the boreholes have not settled excessively.
- 8. Laboratory testing will include up to 160 natural moisture contents, 8 Atterberg limits, 8 grain size, 4 standard Proctor tests and 4 remolded permeability tests. All tests will be in accordance with current ASTM methods. Not all samples will be tested.
- 9. Preparing a Geotechnical Report in the form of a technical memorandum summarizing the subsurface investigation methodology soil conditions encountered, laboratory test results and recommendations regarding the potential uses for the soils encountered as part of the landfill cap system. A boring location sketch and typed soil boring logs will be provided with the memorandum.

SCHEDULE

- 1. All field exploration activities can be completed within 2 weeks of written notice to proceed from the County, pending driller availability, weather, and site access.
- For this proposal, we have assumed that up to six days will be required to complete the borings. If weather or site conditions cause the need for additional field time, we will contact the County to negotiate a modification of scope and/or fee.
- 3. The Bid Documents and Construction Drawings can be completed within 3 weeks of completion of the Geotechnical work is complete.

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- 4. Laboratory test results are anticipated within 3 weeks of receipt of all samples.
- 5. The summary memorandum and final boring logs will be submitted to the County within two weeks of receipt of all laboratory data.

FEE

The estimated fee for the geotechnical component of the project is \$29,500. The fee for the design completion, specification preparation, bid assistance, and bid documents is \$25,000.

Patrick is submitting a Change Order Request for an additional \$54,500 to complete the proposed scope of work for a time and materials. Additional work not included in the scope of services outlined above will be performed on a unit price basis with pre-approval from the County.

Item No.	Description	Estimated Fee
1	Construction Drawings, Specifications, Bid Documents, and Bid Assistance (Patrick)	\$25,000
2	Field Exploration Activities (includes Geotechnical technician, vehicle and daily expenses) (Patrick)	\$ 8,000
3	Subcontract Driller (TBD)	\$ 8,500
4	Geotechnical Laboratory Testing (TBD)	\$ 5,000
5	Geotechnical Report (Patrick)	\$ 8,000
Total		\$54,500

As always, Patrick will only bill for time necessary to complete the proposed work. For example, if during the drilling at one of the Sites, it becomes apparent that the soils are not appropriate for use as a cap, Patrick will discontinue the investigation and not perform the laboratory testing on those samples.

Thank you for this continued opportunity to work for the County. Please contact Chris Burger at 217-391-3502 or Jeff Deckard at 217-391-3504 if you have any questions.

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CLIENT CHANGE ORDER

PATRICK ENGINEERING INC.

300 W. Edwards Street, Suite 200 ■ Springfield, IL 62704
Phone: 217-391-3500 ■ Fax: 217-391-3501

	Phone: 217-391-3500 ■ Fax: 217-391-350
To: Evelyn Neavear, Tazewell County Health Department Reference: Pekin Landfill	Change Order No.: 1 Change Order Date: 2/26/2014 Patrick Project No.: 21353.066 Original Contract / W.O Date: Client Contract No.:
Patrick is requesting to make the following change See Attached	
The original Contract Sum was	\$0 \$5,000 hange Order
This Change Order does not alter any oth between the Parties. Each person signing legal authority to bind the parties to the table. TAZEWELL COUNTY HEALTH DEPARTMENT	below represents that he or she has ful
Client Cl	Signature Chris Burger Printed Name Vice President Title February 26, 2014 Date
 Upon approval, return one (1) signed Change Order to ternal Quality Control (Approvals do not authorize Patrick to 	the Patrick Engineering Project Manager
Proj. Mgr approval of C.O.: Super Ref: P:\Springfield\Tazewell County\21353.066\Project Management	ervisor approval of C.O.: nt\20140226-change order form.docx

Patrick Engineering Inc.

Partnering to Build Better Infrastructure

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1 of 1

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered recommends that it be adopted by the Board hard hard hard hard hard hard hard h	
Jan Sombre	
RESO	LUTION
WHEREAS, the County's Property Commi approve the attached cleaning contract wit Center; and	ttee recommends to the County Board to th Vonachen Services, Inc. for the Justice
WHEREAS, the contract is a two year con and	tract with an option for a one year extension;
WHEREAS, the annual cost is \$50,400.00	l.
THEREFORE BE IT RESOLVED that the recommendation.	County Board approves this
BE IT FURTHER RESOLVED that the Cou the Superintendent of Building and Ground	unty Clerk notifies the County Board Office, ds and the Auditor of this action.
PASSED THIS 26 TH DAY OF MARCH, 20 ⁷	14.
ATTEST: Chrysta a 1 Debb	Most Jim

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and Vonachen Services Inc., hereinafter referred to as "Contractor", effective the 3rd day of April, 2014.

WHEREAS, previous heretofore bids were let and received for the performance and completion of the cleaning of the Justice Center; and

WHEREAS, the cleaning services bid for the Justice Center was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

- 1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and modifications all subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2014-P-01, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.
- 2. The Contractor shall perform all work required by the contract documents as above described for the cleaning of the Justice Center as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.
- a. Contractor shall provide the Sheriff with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, driver license number, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b.Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

- 3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.
- 4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of Fifty Thousand Four Hundred Dollars (\$50,400) to be paid in twelve equal monthly payments. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.
- 5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.
- 6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.
- 7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.
- 8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new work, which damage results from the performance of Contractor's requirements under this

Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

- 9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.
- 10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.
- 11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.
- Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the and regulations as given Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, unless exempted. Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.
- 13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability,

- public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.
- 14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.
- 16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.
- 17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.
- 18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.
- 20. After the probationary period, this agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given

on the date that such notice is placed in the United States mail.

- 21. TERM. The term of this Agreement shall be 24 months with an option for renewal of 12 months at the same price unless terminated as provided in paragraph 20.
- Probationary Term. 22. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90 day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.
- 23. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:	Contractor:
BY: DAVID ZIMMERMAN BOARD CHAIRMAN	BY: Thu & that
Dated: March 26, 2014	Dated: 4-2-14
ATTEST:	
Christie Webb COUNTY CLERK	
Dated: March 46, 2014	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the recommends that it be adopted by the Board Warull 6 Menny Committee has considered the recommends that it be adopted by the Board Committee has considered the recommends that it be adopted by the Board Committee has considered the recommends that it be adopted by the Board Committee has considered the recommends that it be adopted by the Board Committee has considered the recommends that it be adopted by the Board Committee has considered the recommends that it be adopted by the Board Committee has considered the recommends that it be adopted by the Board Committee has considered the recommends that it be adopted by the Board Committee has considered by the Board C	
RESOL	UTION
WHEREAS, the County's Property Committe approve the attached cleaning contract with 'Office; and	e recommends to the County Board to Vonachen Services, Inc. for the Old Post
WHEREAS, the contract is a two year contra and	ect with an option for a one year extension;
WHEREAS, the annual cost is \$16,800.00.	
THEREFORE BE IT RESOLVED that the Correcommendation.	ounty Board approves this
BE IT FURTHER RESOLVED that the Count the Superintendent of Building and Grounds	ty Clerk notifies the County Board Office, and the Auditor of this action.
PASSED THIS 26 TH DAY OF MARCH, 2014.	
ATTEST: <u>(Jounte Au) 166</u> County Clerk	County/Board Chairman

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and Vonachen Services Inc., hereinafter referred to as "Contractor", effective the 3rd day of April, 2014.

WHEREAS, previous heretofore bids were let and received for the performance and completion of the cleaning of the Old Post Office; and

WHEREAS, the cleaning services bid for the Old Post Office was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

- 1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and modifications all subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2014-P-01, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.
- 2. The Contractor shall perform all work required by the contract documents as above described for the cleaning of the Old Post Office as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.
- a. Contractor shall provide the Sheriff with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, driver license number, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b.Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

- 3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.
- 4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of sixteen thousand eight hundred dollars (\$16,800) to be paid in twelve equal monthly payments. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.
- 5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.
- 6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.
- 7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.
- 8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new work, which damage results from the performance of Contractor's requirements under this

Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

- 9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.
- 10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.
- 11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless. and protect Owner from claims under Workman's Occupational Compensation. Disease Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.
- Contractor and all subcontractors 12. working on the project at the job site during the term of this Agreement shall comply with all the and regulations as given Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, unless exempted, Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.
- 13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability,

- public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.
- 14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.
- 16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.
- 17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.
- 18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.
- 20. After the probationary period, this agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given

on the date that such notice is placed in the United States mail.

- 21. TERM. The term of this Agreement shall be 24 months with an option for renewal for 12 months at the same amount unless terminated as provided in paragraph 20.
- 22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90 day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.
- 23. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:	Contractor:
BY: DAVID ZIMMERMAN BOARD CHAIRMAN	BY: John / Starte
Dated: March. 26. 2014	Dated: 4-2-14
ATTEST:	
Christie Webb Christie Webb County Clerk	
Dated: March 24,2014	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered to recommends that it be adopted by the Boa	
Dan Soning	
RESO	LUTION
WHEREAS, the County's Property Commit approve the attached cleaning contract with Courthouse; and	
WHEREAS, the contract is a two year cont and	ract with an option for a one year extension;
WHEREAS, the annual cost is \$37,200.00.	
THEREFORE BE IT RESOLVED that the (recommendation.	County Board approves this
BE IT FURTHER RESOLVED that the Cou the Superintendent of Building and Ground	
PASSED THIS 26 TH DAY OF MARCH, 201	4.
ATTEST: Chrytie a Webb County Clerk	County Byard Chairman

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and Vonachen Services Inc., hereinafter referred to as "Contractor", effective the 1st day of August, 2014.

WHEREAS, previous heretofore bids were let and received for the performance and completion of the cleaning of the Courthouse; and

WHEREAS, the cleaning services bid for the Courthouse was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

- 1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and modifications all subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2014-P-01, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.
- 2. The Contractor shall perform all work required by the contract documents as above described for the cleaning of the Justice Center as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.
- a. Contractor shall provide the Sheriff with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, driver license number, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b.Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such

security procedures shall constitute cause to terminate this agreement immediately.

- 3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.
- 4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of thirty seven thousand two hundred dollars (\$37,200) to be paid in twelve monthly payments. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.
- 5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.
- 6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.
- 7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.
- 8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new work, which damage results from the performance of Contractor's requirements under this

Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

- 9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.
- 10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.
- 11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless. and protect Owner from claims under Workman's Compensation, Occupational Disease Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.
- 12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the and regulations as given in the Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, unless exempted. Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.
- 13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability,

- public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.
- 14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.
- 16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.
- 17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.
- 18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.
- 20. After the probationary period, this agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given

on the date that such notice is placed in the United States mail.

- 21. TERM. The term of this Agreement shall be for 24 months with an option for renewal of 12 months at the same amount.
- 22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90 day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.
- 23. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:	Contractor:
BY: DAVID ZIMMERMAN BOARD CHAIRMAN	BY: the & Charles
Dated: March 26, 2014	Dated: 4-2-/4
ATTEST:	
Christie Webb Christie Webb County Clerk	
Dated: March 26.2014	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

te following RESOLUTION and d:
UTION
ee recommends to the County Board to TCRC for the McKenzie Building; and
act with an option for a one year extension;
ounty Board approves this
nty Clerk notifies the County Board Office, and the Auditor of this action.
1 .
County Board Chairman

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and Tazewell County Resource Center (TCRC), hereinafter referred to as "Contractor", effective the 3rd day of April, 2014.

WHEREAS, previous heretofore bids were let and received for the performance and completion of the cleaning of the McKenzie Building; and

WHEREAS, a bid for cleaning services at the McKenzie Building was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

- 1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and modifications all subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2014-P-01, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.
- 2. The Contractor shall perform all work required by the contract documents as above described for the cleaning of the McKenzie Building as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.
- a. Contractor shall provide the Sheriff with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, driver license number, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b.Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such

security procedures shall constitute cause to terminate this agreement immediately.

- 3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.
- 4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of twenty thousand six hundred and one dollars and twelve cents (\$20,601.12) to be paid in twelve equal monthly payments. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.
- 5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.
- 6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.
- 7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.
- 8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new work, which damage results from the performance

- of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.
- 9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.
- 10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.
- 11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation. Occupational Disease Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.
- 12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the rules and regulations as given Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor, unless exempted, shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.
- 13. Contractor shall save and hold harmless Owner, including its officials, agents and

- employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract. whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.
- 14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.
- 16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.
- 17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.
- 18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.
- 20. After the probationary period, this agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given

on the date that such notice is placed in the United States mail.

- 21. TERM. The term of this Agreement shall be for 24 months with an option for renewal of 12 months for the same amount unless terminated as provided in paragraph 20.
- 22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90 day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.
- 23. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

BY:

DAVID ZIMMERMAN

BOARD CHAIRMAN

Dated:

March Sio, 2014

Dated:

Christie Webb

COUNTY CLERK

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:	
Navel 6 Monages Tini Nonnfine	
RESOLUTION	
WHEREAS, the County's Property Committee recommends to the County Board to approve the attached cleaning contract with TCRC for the Tazewell Building; and	
WHEREAS, the contract is a two year contract with an option for a one year extension; and	
WHEREAS, the annual cost is \$3,240.00.	
THEREFORE BE IT RESOLVED that the County Board approves this recommendation.	
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Building and Grounds and the Auditor of this action.	
PASSED THIS 26 TH DAY OF MARCH, 2014.	
ATTEST: County Clerk County Clerk County Board Chairman	

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and Tazewell County Resource Center (TCRC), hereinafter referred to as "Contractor", effective the 3rd day of April, 2014.

WHEREAS, previous heretofore bids were let and received for the performance and completion of the cleaning of the Tazewell Building; and

WHEREAS, a bid for cleaning services at the Tazewell Building was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

- 1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2014-P-01, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.
- 2. The Contractor shall perform all work required by the contract documents as above described for the cleaning of the Tazewell Building as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.
- a. Contractor shall provide the Sheriff with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, driver license number, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b.Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

- 3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.
- 4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of three thousand two hundred and forty dollars (\$3,240) to be paid in twelve equal monthly payments. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.
- 5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.
- 6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.
- 7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.
- 8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new work, which damage results from the performance of Contractor's requirements under this

Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

- 9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.
- 10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.
- 11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.
- Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the and regulations as given in Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further. Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor, unless shall pay prevailing exempted. wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.
- 13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability,

- public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.
- 14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.
- 16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.
- 17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.
- 18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.
- 20. After the probationary period, this agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given

on the date that such notice is placed in the United States mail.

- 21. TERM. The term of this Agreement shall be 24 months with an option for renewal of 12 months at the same amount unless terminated as provided in paragraph 20.
- 22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90 day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.
- 23. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

BY:	Contractor:
David Zimmerman Board Chairman Dated: March 26, 2014	Dated: 4/1///
ATTEST:	
Christie (d. (L.) & bb) CHRISTIE WEBB COUNTY CLERK	
Dated: March 26, 2014	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the recommends that it be adopted by the Board: Jerry Vander Kught January Grand Gran	following RESOLUTION and	
RESOLUTION		
WHEREAS, the County's Property Committee recommends to the County Board to approve the attached cleaning contract with TCRC for the EMA Building; and		
WHEREAS, the contract is a two year contract and	t with an option for a one year extension;	
WHEREAS, the annual cost is \$4,320.00.		
THEREFORE BE IT RESOLVED that the Courecommendation.	nty Board approves this	
BE IT FURTHER RESOLVED that the County the Superintendent of Building and Grounds a		
PASSED THIS 26 TH DAY OF MARCH, 2014.		
ATTEST:	County/Bøard Chairman	

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and Tazewell County Resource Center (TCRC), hereinafter referred to as "Contractor", effective the 3rd day of April, 2014.

WHEREAS, previous heretofore bids were let and received for the performance and completion of the cleaning of the EMA Building; and

WHEREAS, a bid for the cleaning services at the EMA Building was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

- 1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2014-P-04, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.
- 2. The Contractor shall perform all work required by the contract documents as above described for the cleaning of the EMA Building as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.
- a. Contractor shall provide the Sheriff with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, driver license number, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b.Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

- 3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.
- 4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of four thousand three hundred and twenty dollars (\$4,320) to be paid in twelve equal monthly payments. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.
- 5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.
- 6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.
- 7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.
- 8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new work, which damage results from the performance of Contractor's requirements under this

Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

- 9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.
- 10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.
- 11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.
- 12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the and regulations as given in the Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor, unless shall pay prevailing exempted, wages accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.
- 13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability,

- public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.
- 14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.
- 16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.
- 17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.
- 18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.
- 20. After the probationary period, this agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given

on the date that such notice is placed in the United States mail.

- 21. TERM. The term of this Agreement shall be 24 months with an option for renewal of 12 months at the same amount unless terminated as provided in paragraph 20.
- 22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90 day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.
- 23. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:	Contractor:
BY:	BY:
DAVID ZIMMERMAN BOARD CHAIRMAN	
Dated: March 26, 2014	Dated:
ATTEST:	
Christic acaebb Christie Webb County Clerk	
Dated: March 26,2014	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:		
Jerry Vanderhaydt	The Alexander	
Darull & Mering		
Jan Donolelle		
Mel		
RESOL	<u>UTION</u>	
WHEREAS, the County's Property Committee recommends to the County Board to approve the attached cleaning contract with Vonachen Services, Inc. for hard floor care; and		
WHEREAS, the contract is a two year contra and	ect with an option for a one year extension;	
WHEREAS, the annual cost is \$18,000.00.		
THEREFORE BE IT RESOLVED that the County Board approves this recommendation.		
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Building and Grounds and the Auditor of this action.		
PASSED THIS 26 TH DAY OF MARCH, 2014.		
ATTEST:	Ω Ω .	
Christie awebb	Albati	
County Clerk	County Board Chairman	

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and Vonachen Services Inc., hereinafter referred to as "Contractor", effective the 3rd day of April, 2014.

WHEREAS, previous heretofore bids were let and received for the performance and completion of the cleaning of the Justice Center; and

WHEREAS, the Hard Floor Cleaning contract bid, was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

- 1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2014-P-01, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.
- 2. The Contractor shall perform all work required by the contract documents as above described for the cleaning of the Justice Center as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.
- a. Contractor shall provide the Sheriff and the Buildings & Grounds Superintendent with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, driver license number, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b.Contractor shall comply with all Tazewell County Security Procedures as established by the

Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

- 3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.
- 4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of Eighteen Thousand Dollars (\$18,000) to be paid in twelve equal payments of One Thousand Five Hundred Dollars (\$1,500). Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.
- 5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.
- 6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.
- 7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.
- 8. Contractor shall be responsible for damage inflicted by himself or his agents to existing buildings, equipment, or completed new

- work, which damage results from the performance of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.
- 9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.
- 10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.
- 11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.
- 12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the and regulations as given in the Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, unless exempted, wages in Contractor shall pay prevailing accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.

- Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.
- 14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.
- 16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.
- 17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.
- 18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.
- 20. After the probationary period, this agreement may be terminated upon sixty days

written notice to the other party at such party's business address. Notice shall be deemed given on the date that such notice is placed in the United States mail.

- 21. TERM. The term of this Agreement shall be for 24 months with an option for renewal of 12 months at the same price.
- 22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90 day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.
- 23. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL.	Contractor:
BY: DAVID ZIMMERMAN BOARD CHAIRMAN	BY: Poly & think.
JOARD CHARMAN	
Dated: March 26, 2014	Dated: 4-2-14
ATTEST:	
Christie Webb	
COUNTY CLERK	
Dated: March 26, 2014	

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Jun Danahup,

Dand & Mings

Monica Chinett

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Line Item Transfer for the County Highway Department:

Transfer \$40,000.00 from Contingent Expense Line Item (202-311-566-000) to Overtime Premium Line Item (202-311-511-070)

WHEREAS, the transfer is needed to offset the costs of this winter season's overtime.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Highway Engineer and the Auditor of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Jem Stinehue Mariel & Marines

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer for Building Administration;

Transfer \$8,000.00 from Capital Projects Line Item (100-181-544-100) to Parking Lot Expense Line Item (100-181-533-351)

WHEREAS, the transfer of funds is needed to cover snow removal for this record snowfall season.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Buildings and Grounds and the Auditor of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

John Sonohue Minica onnett

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer for the Justice Center;

Transfer \$1,000.00 from Capital Projects Line Item (100-181-544-100) to Parking Lot Expense Line Item (100-182-533-351)

WHEREAS, the transfer of funds is needed to cover snow removal for this record snowfall season.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Buildings and Grounds and the Auditor of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Din Denvery Javall Omeg De Honging Countle Many

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for a Jail Clerk in the Sheriff's Department; and

WHEREAS, the Jail Clerk position is a Grade 11 union position and has a starting wage range of \$10.270 to \$10.669 plus a 30 cent potential differential for 2nd and /or 3rd shifts.

THEREFORE BE IT RESOLVED by the County Board that the Sheriff be authorized to hire a Jail Clerk.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Sheriff and the Payroll Division of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for Transaction Clerk within the Assessments office; and

WHEREAS, the Transaction Clerk position is a Grade 11 union position with a hiring range of \$10.270 – \$10.669; and

THEREFORE BE IT RESOLVED by the County Board that the Supervisor of Assessments be authorized to hire a Transaction Clerk.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Supervisor of Assessments and the Payroll Division of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Janistenaly

Janistenaly

Janello Musery or

Moniga Connett

Mariol

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve ratification of the Collective Bargaining Agreement between Tazewell County, the Tazewell County Sheriff Co-Employers and Policemen's Benevolent Labor Committee on Behalf of the Control Room Operators; and

WHEREAS, this Agreement is effective December 1, 2013 and is for a 5 year term through November 30, 2018.

THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Sheriff, the Labor Representative of Policemen's Benevolent Labor Committee, Payroll and the Auditor of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

COLLECTIVE BARGAINING AGREEMENT

between

County of Tazewell, a Body Politic, and Tazewell County Sheriff Co-Employers

and

Policemen's Benevolent Labor Committee on

Behalf of the Control Room Operators

December 1, 2013 through November 30, 2018

TABLE OF CONTENTS

PREAMBLE	5
ARTICLE 1 - RECOGNITION	5
ARTICLE 2 - MANAGEMENT RIGHTS	6
ARTICLE 3 - UNION SECURITY	7
Section 1 - Membership Dues Checkoff	7
Section 2 - Fair Share Deduction	
Section 3 - Indemnification	8
ARTICLE 4 - SUBCONTRACTING	9
Section 1 - General Policy	9
Section 2 – Notice and Discussion	9
ARTICLE 5 - NON-DISCRIMINATION	9
Section 1 – Prohibition Against Discrimination	9
Section 2 – Union Membership or Activity	9
Section 3 – Use of the Masculine Pronoun	10
ARTICLE 6 - WORK STOPPAGE	10
Section 1 - No Strike Clause	10
Section 2 - Strike and Lockout Prohibited	10
Section 3 – Union Action	
Section 4 - Penalties	11
ARTICLE 7 - PERSONNEL FILES	11
Section 1 - Inspection	11
Section 2 - Union Access	11
Section 3 - Employee Rights	11
ARTICLE 8 - DISCIPLINE AND DISCHARGE	12
Section 1 – Definition	12
Section 2 – Just Cause	12
Section 3 – Limitation	12
Section 4 – Use of Prior Warnings	13
Section 5 - Discipline Notification	
ARTICLE 9 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE	13
Section 1 - Definition of a Grievance	13
Section 2 – Dispute Resolution	
Section 3 - Representation	14
Section 4 – Subject Matter	
Section 5 – Time Limitations	

Section 6 - Investigation	15
Section 7 - Grievance Meetings	
Section 8 - Steps in Procedure	
ARTICLE 10 - LABOR-MANAGEMENT CONFERENCES	17
Section 1 - Meetings	17
Section 2 - Grievances Not Discussed	18
Section 3 – Notice	18
Section 4 - Employees Not to be Paid	19
ARTICLE 11 - SENIORITY/LAYOFFS/RECALLS	
Section 1 - Probation	
Section 2 – Definition of Seniority	
Section 3 – Loss of Seniority	19
Section 4 – Seniority List	20
Section 5 - Layoffs	
Section 6 - Recalls	
Section 7 - Personal Day Selection	
Section 8 – Days Off and Shift Bidding	21
ARTICLE 12 - LABOR COMMITTEE REPRESENTATIVES	21
Section 1 - Attendance at Meetings	21
Section 2 – Union Negotiating Teams	22
ARTICLE 13 - HOURS OF WORK / OVERTIME	22
Section 1 - Workday and Workweek	
Section 2 – Overtime Pay	22
Section 3 – Compensatory Time Maximum	23
Section 4 – Break Periods	23
Section 5 - Lunch Periods	23
Section 6 - Court Appearances	23
Section 7 - Callback	23
Section 8 - Responsibility to Work Overtime / Overtime Equalization	24
ARTICLE 14 - VACATIONS	24
Section 1 - Vacation Leave	24
Section 2 – Years of Service	24
Section 3 – Vacation Pay	25
Section 4 – Vacation Carry Over	25
Section 5 – Accured Vacation Time	25
Section 6 - Vacation Scheduling	
Section 7 - Vacation Time Use	
ARTICLE 15 - HOLIDAYS	26
Section 1 - Recognized and Observed Paid Holidays	
Section 2 - Compensation	

ARTICLE 16 - PERSONAL DAYS	26
ARTICLE 17 - SICK LEAVE	27
Section 1 - Purpose	
Section 2 – Accumulation	
Section 3 - Credit Upon Retirement	27
Section 4 – Notification	28
Section 5 - Return to Work	28
Section 6 - Working on Sick Leave	28
Section 7 – Sick Leave Abuse Sanctions	
ARTICLE 18 - FUNERAL LEAVE	29
ARTICLE 19 - UNPAID LEAVES OF ABSENCE	30
Section 1 - Criteria for Unpaid Leaves	
Section 2 - Prohibition Against Misuse of Leaves	
ARTICLE 20 - INSURANCE	31
Section 1 - County Contributions	31
Section 2 - Insurance Committee	32
ARTICLE 21 - SAFETY ISSUES	33
Section 1 – Safety Committee	33
Section 2 – Safety Complaints	33
ARTICLE 22 - BULLETIN BOARDS	34
ARTICLE 23 - WAGES	34
Section 1 - Base Pay Rates and Longevity	34
Section 2 - Shift Differential	
Section 3 - Control Room Lead Operator	
Section 4 - Uniforms	
Section 5 - Field Training Officer	37
ARTICLE 24 - MISCELLANEOUS PROVISIONS	37
ARTICLE 25 - ENTIRE AGREEMENT / SAVINGS CLAUSE	37
ARTICLE 26 - DURATION	38
Section 1 – Term of Agreement	
Section 2 - Continuing Effect	
CICNIATUDEC	20

PREAMBLE

This Agreement is entered into by and between the Tazewell County Board and the

Sheriff of Tazewell County (herein referred to as the "Employer") and the Policemen's

Benevolent Labor Committee (hereinafter referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining

relationship between the Employer and the Union representing the employees in the bargaining

unit, and to make clear the basic terms upon which such relationship depends. It is the intent of

both the Employer and the Union to work together to provide and maintain satisfactory terms

and conditions of employment, and to prevent as well as to adjust misunderstandings and

grievances relating to employees' wages, hours, and working conditions.

In consideration of mutual promises, covenants and agreement contained herein, the

parties hereto, by their duly authorized representative and/or agents, do mutually covenant

and agree as follows:

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the Sole and Exclusive collective

bargaining representative for the purpose of collective bargaining on any and all matters

relating to wages, hours, and all other provisions of this Agreement of employment of all

operators in the bargaining unit. The bargaining unit shall include:

All control room operators employed by the County of Tazewell and the

Tazewell County Sheriff.

Exclusions: All other employees of the Tazewell County Sheriff's Department and any

others excluded by the Illinois Public Labor Relations Act. 1984; P.A. 83-1012; 5 ILCS 315/1.

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 2 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- A. To plan, direct, control and determine all operations and services of the County Sheriff's Office;
- B. To supervise and direct employees;
- C. To establish the qualifications for employment and to decide which applicants will be employed;
- D. To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- E. To hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office:
- F. To suspend, demote, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- G. To establish reasonable work and productivity standards and, from time to time, amend such standards;
- H. To lay off employees;
- 1. To maintain efficiency of County Sheriff's Office operations and services;

J. To determine methods, means, organization and number of personnel by which

such operations and services shall be provided;

K. To take whatever action is necessary to comply with all applicable state and

federal laws;

L. To change or eliminate methods, equipment and facilities for the improvement of

operations;

M. To determine the kinds and amounts of services to be performed as it pertains to

operations and the number and kind of classifications to perform such services;

N. To contract out for goods and/or services, pursuant to Article IV;

O. To take whatever action is necessary to carry out the functions of the Tazewell

County Sheriff's Office in emergency situations.

As to the meaning of the term "Employer or Employers" in interpreting and/or

applying the provisions of this collective bargaining agreement, the provisions of 315/3(o) of 5

ILCS and the Illinois Public Labor Relations Act that the Sheriff and the County Board are joint

employers shall be applied.

However, nothing in this collective bargaining agreement shall negate the Illinois

Constitutional provisions as to the Office of Sheriff and/or the terms of 5/3-6018 ILCS that the

Sheriff is in charge of the internal operations of his office.

ARTICLE 3 UNION SECURITY

Section 1 - Membership Dues Checkoff

Upon receipt of written authorization by the employee, submitted on a form provided

for by the Labor Committee, the Employer shall deduct from each employee's paycheck such

Union membership dues.

Such deduction shall continue until the employee revokes his/her written authorization

in the same manner as it was initially given or until the termination date of this Agreement.

The amount of deductions provided for herein shall be remitted to the Labor Committee

on a monthly basis, accompanied by a listing of the employee and the specific deduction and

amount for each.

Section 2 - Fair Share Deduction

Pursuant to 5 ILCS 315/3 and 5 ILCS 315/6, the parties agree herein that as of the date of

the signing of this Agreement, if, and only if, a majority of the members of the bargaining unit

covered herein have voluntarily authroized full membership dues deduction, or the Union

otherwise demonstrates and certifies to the Employer that such majority of the members of that

unit are dues paying members of the Union at that time, non-Union employees covered by this

Agreement who select not to become full Union members shall be required to pay a "fair share"

amount not to exceed the full amount of Union dues required of full members. The fair share

amount shall be deducted by the Employer from such employees' pay pursuant to this Article

with regard to full dues checkoff. Said deductions shall be forwarded to the Policemen's

Benevolent Labor Committee, 435 West Washington Street, Springfield, IL 62702.

Section 3 - Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim,

demand, suit or liability arising from any action taken by the Employer in complying with this

Article.

ARTICLE 4
SUBCONTRACTING

Section 1 - General Policy

COLLECTIVE BARGAINING AGREEMENT

County of Tazewell and Tazewell County Sheriff

Proceedings from Tazewell County Board meeting held this 26th day of March, 2014

8

It is the general policy of the Employer to continue to utilize employees to perform work

for which they are qualified and available to perform. The Employer reserves the right to

contract out any work that it deems necessary in the interest of efficiency, safety, economy,

improved work product or in the event of an emergency.

Section 2 - Notice and Discussion

Except in case of an emergency, when the Employer contemplates changing its policy

involving the subcontracting of work in the bargaining unit area, and such change would result

in the layoff of any bargaining unit employees, the Employer shall notify the Union of the layoff

and give the Union the opportunity to discuss it.

ARTICLE 5 NON-DISCRIMINATION

Section 1 - Prohibition Against Discrimination

Both the Employer and the Union agree to refrain from any acts of discrimination in

violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or

parental status, age, national origin, political affiliation and/or beliefs, or other non-merit

factors.

Section 2 - Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered

by this Agreement to become or to refrain from becoming 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.

Section 3 - Use of the Masculine Pronoun

COLLECTIVE BARGAINING AGREEMENT

County of Tazewell and Tazewell County Sheriff

PBPA on behalf of Control Room Operators Proceedings from Tazewell County Board

meeting held this 26th day of March, 2014

The use of the masculine pronoun in this or any other document is understood to be for

clerical convenience only, and it is further understood that the masculine pronoun includes the

feminine pronoun as well.

ARTICLE 6 **WORK STOPPAGE**

Section 1 - No Strike Clause

The parties acknowledge that this bargaining unit is essential to the operations of the

Tazewell County jail.

Section 2 – Strike and Lockout Prohibited

Neither the Union nor any of its operators, agents or County employees will instigate,

promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work

stoppage, sympathy strike or any other intentional interruption of work during the term of this

Agreement. The Employer shall not lock out any employees in the bargaining unit during the

term of this Agreement. Employees shall not refuse to cross any picket lines that may be present

on work sites placed there by an organization.

Section 3 - Union Action

Upon notification by the Employer to the Union or its agents that certain of its members

are engaged in activity that is in violation of Section 1, Article 6 of this Agreement, the Union

shall immediately order such members in writing to return to work. The Union will also

provide the Employer with a copy of such order and a responsible official of the Union shall

publicly order such workers to return to work. In the event that a strike or other violation not

COLLECTIVE BARGAINING AGREEMENT

authorized by the Union occurs, the Union agrees to take all reasonable effective and

affirmative action to assure the members return to work as promptly as possible.

Section 4 - Penalties

Any or all employees who have been found to have violated any of the provisions of

Article 6 may be discharged or otherwise disciplined by the Employer; such discipline may

include loss of unearned compensation, holiday pay and other unearned benefits. In an

arbitration proceeding involving a breach of this Article the sole question for the arbitrator to

determine is whether the employee engaged in prohibited activity. In addition to the penalties

provided herein, the Employer may enforce any other legal rights and remedies to which it may

be entitled by law.

ARTICLE 7 PERSONNEL FILES

Section 1 - Inspection

Inspection and use of personnel files shall be in accordance with the Illinois Personal

Records Act, 820 ILCS 4011 et seq. 1993.

Section 2 - Union Access

An employee who is involved in a current grievance against the Employer may

designate in writing that a Union representative may inspect his or her personnel file subject to

the procedures contained in Section 1 of this Article. Personnel files shall not be accessed

without the Sheriff or his designee in attendance.

Section 3 - Employee Rights

If an employee disagrees with any information contained in his or her personnel file, the

employee may submit a written statement, which will be included in the file.

ARTICLE 8 DISCIPLINE AND DISCHARGE

COLLECTIVE BARGAINING AGREEMENT

County of Tazewell and Tazewell County Sheriff

PBPA on behalf of Control Room Operators Proceedings from Tazewell County Board meeting held this 26th day of March, 2014

11

Section 1 - Definition

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures under this Agreement shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Unpaid Suspension
- D. Demotion
- E. Termination

Other reasonable conditions of employment related to the offense may be imposed after discipline. Any disciplinary action or measure imposed pursuant to this Agreement upon an employee may be processed as a grievance through the regular grievance procedure.

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

Section 2 - Just Cause

The Employer agrees that disciplinary action for all non-probationary employees shall only be imposed for just cause promptly after the Employer is aware of the event or action giving rise to the discipline and after a reasonable period of time to investigate the matter.

Section 3 - Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline, which is commensurate with the severity of the offense. Offenses, which will require severe discipline shall include but are not, limited to:

- A. Unlawful possession of a controlled substance or alcohol;
- B. Intentional destruction or theft of County property;
- C. Fighting on-the-job;
- D. Appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required.
- E. Commission of any criminal offense or serious traffic offense.

Section 4 - Use of Prior Warnings

Any written warning or suspension of less than two (2) days shall not be considered in

imposing disciplinary penalty for a current offense when more than twenty-four (24) months

have elapsed from the written warning or suspension of less than two (2) days. Provided

however, that an arbitrator or judge reviewing the merits of a suspension, demotion or

discharge case shall review the employee's entire personnel file.

<u>Section 5 – Discipline Notificiation</u>

For discipline other than oral and written reprimands, prior to notifying the employee of

the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting

and then shall meet with the employee involved and inform the employee of the reason for such

contemplated discipline, including any names of witnesses and copies of pertinent documents.

ARTICLE 9 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as any unresolved 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 2 - Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an

attempt to resolve a dispute shall be made between the employee and his or her immediate

supervisor.

COLLECTIVE BARGAINING AGREEMENT

The employee shall make his or her complaint to his or her immediate supervisor. The

supervisor, with the final approval of the settlement given by the Sheriff, will notify the

employee in writing of the decision within ten (10) business days following the day when the

complaint was made. A "business day" shall be defined as Monday through Friday, excluding

weekends and holidays. Settlements or withdrawals at this step shall not constitute a precedent

in the handling of other grievances. In the event of a complaint, the employee shall first

complete his/her assigned work task, and complain later.

Section 3 - Representation

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

group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of

this Article.

Either party may have the grievant or one grievant representing group grievants present

at any step of the grievance procedure, and the employed is entitled to Union representation at

each and every step of the grievance procedure upon his request.

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 4 - Subject Matter

A grievance shall contain a statement of the grievant's position, the Article, and Section

of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the

signatures of the grieving employee(s) and a local PBLC representative, and the date.

Section 5 - Time Limitations

COLLECTIVE BARGAINING AGREEMENT

County of Tazewell and Tazewell County Sheriff

PBPA on behalf of Control Room Operators Proceedings from Tazewell County Board

meeting held this 26th day of March, 2014

14

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.

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 2; however,

in no case shall the time between Step 2 and Step 3 exceed forty-five (45) days. Time limits may

be extended by mutual agreement.

Section 6 - Investigation

Insofar as practicable, grievances shall be investigated during off-duty hours. In those

instances where it is necessary for the Union representative or any other bargaining unit

employee to participate in an investigation of a grievance during working hours, permission

must be obtained from the Sheriff or a person designated by him; such permission shall not be

unreasonably denied, and the investigation must be conducted in such a manner as to not

interfere with the normal operation of the Sheriff's Department.

Section 7 - Grievance Meetings

Grievance meetings will be scheduled so as to minimize interference with the operation

of the Sheriff's Department. With the permission of the Sheriff, one (1) employee (the grievant

or the Union representative) may be excused from work with pay to participate in a Step 1, Step

2, or Step 3 grievance meeting. Employee(s) shall only be excused for the amount of time

reasonably required to present the grievance. Employee(s) shall not be paid for any time during

which a grievance meeting occurs outside the employee's work shift. In the event of a grievance,

the employee(s) shall first perform his/her assigned work task and file his/her grievance later.

Section 8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

COLLECTIVE BARGAINING AGREEMENT

Step 1.

If no agreement is reached between the employee and the Supervisor, as

provided for in Section 2 - Dispute Resolution, the grievant may prepare

a written grievance on a form mutually agreed to (see Grievance Form

Appendix) and present the same to the Jail Superintendent which shall

not be more than fifteen (15) business days from the date the grievant

knew or should have known of the event or occurrence giving rise to the

grievance regardless of the limitation periods provided for in Section 2.

The Jail Superintendent will respond to the Union Rep or the employee in

writing within five (5) business days.

<u>Step 2.</u>

If no agreement is reached between the employee and the Jail

Administrator, the grievant may forward the grievance to the Sheriff

within fifteen (15) business days from the date of the receipt of the Step 2

response. The Sheriff will respond to the Labor Council Rep or the

employee in writing within five (5) business days and indicate whether

the Sheriff or his designee will hear the grievance (all management rights

issues), or the Tazewell County Administrator will hear the grievance (all

financial issues.) A hearing will then be conducted within fifteen (15)

business days after receipt of the Sheriffs directional decision. A written

decision will be issued to the grievant and the Labor Council (and the

Sheriff when heard by the County Administrator) within five (5) business

days after the hearing date.

Step 3.

If the dispute is not settled at Step 2, the matter may be submitted to

arbitration by the Union. A panel of arbitrators shall be submitted by the

Union to the Illinois State Labor Relations Board. Each party has the right

to reject one list in its entirety and the striking order shall be determined

by a toss of the coin.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer

and the Union. Such letter shall request the arbitrator to set a time and a 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 Pekin,

Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and

issues 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 witness.

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 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 all costs associated with the arbitration,

including the cost of the hearing room and transcript, shall be shared equally by the parties. The

decision and award of the arbitrator shall be made within forty-five (45) days following the

hearing and 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

to or subtract from the provisions of the Agreement.

ARTICLE 10
LABOR-MANAGEMENT CONFERENCES

Section 1 - Meetings

17

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

shall not be scheduled more frequently than one each quarter, except by mutual agreement. The

party requesting a "Labor-Management Conference" shall make the request in writing to the

other party and provide the agenda for such meeting. If the employee is assigned to attend any

such "Labor-Management Conference" by the Sheriff, expenses associated with such assignment

shall be paid in accordance with Tazewell County travel policy. Such meetings and locations

shall be limited to:

Discussion on the implementation and general administration of this Agreement; Α.

A sharing of general information of interest to the parties; and

C. Notifying the Union of changes in non-bargaining conditions of employment

contemplated by the Employer, which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the

administration of this Agreement.

Section 2 - Grievances Not Discussed

It is expressly understood and agreed that such meetings shall be exclusive of the

grievance procedure. Grievances being processed under the grievance procedure shall not be

considered as "Labor-Management Conferences," nor shall negotiations for the purpose of

altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3 - Notice

When absence from work is required to attend "Labor-Management Conferences,"

Union members shall, before leaving their work station, give reasonable notice to and receive

approval from, the Sheriff or his designee.

COLLECTIVE BARGAINING AGREEMENT

Section 4 - Employee Not To Be Paid

It is expressly understood and agreed that the employee shall not be paid for attending any "Labor-Management" meeting referred to in this Article, unless such pay is approved by the Sheriff.

ARTICLE 11 SENIORITY/LAYOFFS/RECALLS

Section 1 - Probation

All employees shall serve a probationary period of twelve (12) months from date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

Section 2 - Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire as a control room operator.

Section 3 – Loss of Seniority

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

- A. Quits;
- B. Is discharged;
- C. Is absent from work three (3) consecutive days without notification to or approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- D. Is laid off for more than two (2) years or fails to report to work within fourteen (14) calendar days after having been recalled from layoff;
- E. Fails to report for work at the termination of a leave of absence;
- F. If an employee is on leave of absence for personal or health reasons and accepts other employment without permission, or if an employee is absent due to an off-

the-job illness or injury and is absent for a period of eighteen (18) months or

longer; or

G. If he or she is retired.

Section 4 - Seniority List

The Employer shall post and supply to the Union an updated seniority list for

bargaining unit employees every six (6) months.

Section 5 - Layoffs

When the Employer determines that layoffs are necessary, the Employer shall bargain

the impact of the layoff with the Union. The Employer shall provide the Union with a thirty

(30) day notice prior to any layoff.

Section 6 - 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 in reverse order of layoff by job classification.

Employees who are eligible for recall shall be given three (3) calendar days notice of

recall by registered or certified mail sent to the employee's last known address. It is the

responsibility of the employee on layoff to provide the Employer with his latest mailing

address. The employee must notify the Employer within three (3) days after receipt of the notice

whether the employee will accept recall. Once accepted, the employee shall report within ten

(10) working days after notification to the Sheriff or forfeit all rights to recall.

An employee's seniority shall be suspended while laid off from the department. All

service earned prior to being laid off will be reinstated upon recall.

COLLECTIVE BARGAINING AGREEMENT

Section 7 - Personal Day Selection

Requests for personal days for the fiscal year may be submitted anytime after December

1st. Personal days will be awarded on a "first come first served" basis. Personal day requests

submitted to the Sheriff or his designee at the same time will be resolved in favor of the senior

employee.

Section 8 - Days Off and Shift Bidding

Control Room Operators shall be allowed to select regular days off and shifts by

seniority. The Sheriff or his designee shall post a list of available days off and shifts no later

than twenty (20) working days prior to the effective date. The effective dates for implementing

shall be December 1st and June 1st of each year during the term of this Agreement. On or before

these dates the bidding process will have been completed and the effected Operators will have

been assigned the requested days off. In the event of same day requests, seniority shall be the

determining factor.

In the event of transfer as determined by the Sheriff from one shift to another, the

affected Operator shall be required to take the days off of the Operator replaced until bidding

occurs as provided for herein above. In the event of adding personnel to a shift, the days off will

be determined by the Sheriff until the next bidding process occurs, as long as the assigned days

off of those previously assigned shall not be disturbed.

ARTICLE 12
LABOR COMMITTEE REPRESENTATIVES

Section 1 - Attendance at Union Meetings

Subject to the need for orderly scheduling, manpower requirements and emergencies,

the Sheriff may permit elected officials of the Board of Directors of the Union reasonable time

off to attend general, board or special meetings of the Union, provided that at least seventy-two

COLLECTIVE BARGAINING AGREEMENT

(72) hours notice of such meetings shall be given in writing to the Sheriff, such notice may be

less than seventy-two (72) hours by mutual agreement. The names of all such officials and

operators shall be certified in writing to the Sheriff.

Section 2 - Union Negotiating Teams

Members designated as being on the Union Negotiating Team, who are scheduled to

work on a day on which negotiations will occur, may, for the purpose of attending scheduled

negotiations, be excused from their regular duties without loss of pay with the permission of

the Sheriff; such permission shall not be unreasonably denied. If a designated Union

Negotiating Team member is in regular day-off status on the day of negotiations, he will not be

compensated for attending the session.

ARTICLE 13
HOURS OF WORK / OVERTIME

Section 1 - Workday and Workweek

All time in excess of the hours worked in a regular work day, eight (8) hours, or the

regular week, forty (40) hours (Sunday through Saturday), shall be compensated as provided

for in Section 2 of this Article.

Section 2 - Overtime Pay

A regular shift consists of eight (8) hours. A regular workweek consists of forty (40)

hours.

Employees shall be paid one and one-half (1½)times their rate for all hours actually

worked in excess of eight (8) hours in a day and forty (40) hours in a week. Sick leave shall be

considered time worked for overtime calculation purposes.

22

Pay for overtime work shall be rounded off to the nearest quarter (1/4) hour.

Compensatory time to a cap of forty (40) hours per fiscal year may be taken by an employee in

lieu of compensation for overtime hours worked, at the election of the employee; however, the

Sheriff has discretion to allow more than forty (40) hours in a fiscal year. Compensatory time for

overtime shall be calculated at the rate of one and one-half (1½) hours for each hour worked.

Section 3 - Compensatory Time Maximum

No employee shall carry over more than sixteen (16) hours of compensatory time into

the next fiscal year change from November, 2011 to December, 2011 and will be compensated at

the Operator's adjusted hourly rate.

Section 4 - Break Periods

Break or rest periods of fifteen (15) minutes may be taken near the middle of each half of

the work shift unless unusual working situations prevent a break being taken.

Section 5 - Lunch Period

Paid lunch time shall be thirty (30) minutes taken at the middle of the work shift, except

on those occasions when the supervisor requests an alteration of this time due to unusual

working situations, but under no circumstances shall an employee work an entire shift without

a lunch period.

Section 6 - Court Appearances

Employees covered by this Agreement required to attend court outside their regularly

scheduled work hours for duty-related matters shall be compensated at the overtime rate with a

minimum of two (2) hours, unless it immediately precedes or follows a regularly scheduled

23

shift.

Section 7 - Callback

COLLECTIVE BARGAINING AGREEMENT

County of Tazewell and Tazewell County Sheriff

PBPA on behalf of Control Room Operators

Proceedings from Tazewell County Board meeting held this 26th day of March, 2014

A callback is defined as an official assignment of work, which does not continuously precede or follow an operator's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for actual time worked, whichever is greater, at the overtime rate.

Section 8 - Responsibility to Work Overtime

The Union and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Union and its members recognize that overtime is a necessity because of the nature of bargaining unit work and the limited number of available personnel. Employees shall not be forced to work any more than twelve (12) hours in a twenty-four (24) hour period. Employees who are forced to continue performing his/her duties after his/her regularly scheduled eight (8) hour shift shall be paid time and a half for all hours worked.

The Employer shall maintain a list of employees on a forceback list. Such list shall consist of all full-time employees and those part-time employees who choose to be on the list. Once an employee has been forced, he/she shall move to the bottom of the forceback list.

ARTICLE 14 VACATIONS

Section 1 - Vacation Leave

All full-time employees in the bargaining unit shall earn paid vacation leave according to the following schedule:

- A. Five (5) working days after six (6) months of service.
- B. Ten (10) working days after one (1) year of service.
- C. Fifteen (15) working days after five (5) years of service.
- D. Twenty (20) working days after ten (10) years of service.
- E. Twenty-five (25) working days after eighteen (18) years of service.

All part-time employees in the bargaining unit shall receive ten (10) days of unpaid

vacation each fiscal year.

Section 2 - Years of Service

For the purposes of Section 1 only, "years of service" shall mean the length of time an

employee has been employed by Tazewell County in full-time position.

Section 3 - Vacation Pay

All vacation leave will be paid at the Operators regular hourly adjusted base rate plus

shift differential.

Section 4 - Vacation Carry Over

Employees may carry over from one fiscal year to another two (2) weeks of vacation

time. If an employee fails to use vacation earned during the fiscal year in excess of the

maximum permitted carry over, he/she shall lose the same.

Notwithstanding the foregoing, if the Employer unreasonably denies a vacation request,

then the employee will be entitled to carry over the vacation requested into the following fiscal

year for use. No employee may sell back unused vacation at the end of the year.

Section 5 - Accrued Vacation Time

Employees who quit, or resign from the department shall receive all accrued vacation

time earned as of their date of resignation or retirement.

No employee shall be eligible to receive any benefits under this Section if he quits,

resigns, or retires from the employment of the Employer without giving two (2) weeks' notice in

writing of his intention to resign or retire.

Section 6 - Vacation Scheduling

COLLECTIVE BARGAINING AGREEMENT

25

Vacation requests made between December 1st and January 31st will be approved on the basis of seniority. Only two (2) weeks of vacation time will be subject to seniority in the approval process for bumping purposes.

Any vacation time off requested after January 31st, will be subject to availability only and seniority will not apply.

Vacation schedules may be adjusted by the Sheriff to accommodate seasonal operations, emergencies, or work assignments.

Section 7 - Vacation Time Use

The employees shall be allowed to utilize up to one (1) week of accrued vacation time in one (1) day increments at the sole discretion of the Sheriff. Employees may use an additional week of vacation in one (1) day increments at the sole discretion of the Sheriff.

Section 8 – Use of Unaccrued Vacation Time

Employees may borrow (schedule and utilize) up to two (2) weeks of vacation time, but nor more than they would accrue during a fiscal year, prior to accrual of the time. All vacation time used under this section must be borrowed within the fiscal year it will be accrued. Employees borrowing vacation time under this section may not schedule additional vacation time until their vacation balance has accrued back to zero. Employees may borrow vacation time no more than two (2) times per fiscal year. ARTICLE 15

HOLIDAYS

Section 1 - Recognized and Observed Paid Holidays

The following days shall be recognized and observed as paid holidays for all full-time employees:

> New Year's Day Veteran's Day (Nov. 11) Thanksgiving Day President's Day Easter Sunday Day after Thanksgiving Christmas Eve Memorial Day Christmas Day July 4th Labor Day

Section 2 - Compensation

meeting held this 26th day of March, 2014

Full-time and part-time Operators who work on a holiday, as defined in Section 1, shall receive, in addition to their regular pay, double time (2 times) their hourly adjusted base rate of pay for each hour worked on the holiday.

Full-time Operators who do not work on a holiday, as defined in Section 1, shall receive eight (8) hours holiday pay at their hourly adjusted base rate of pay.

Part-time Operators who do not work on a holiday, as defined in Section 1, shall not receive any holiday pay.

ARTICLE 16

Each year three (3) days with full pay may be used by non-probationary full-time employees for personal leave for the purpose of attending to personal, legal, household or During the first year of family matters that require absence during working hours. employment, newly hired employees shall have a pro rata share of personal days based on the date of hire. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least two (2) working days in advance of the day to be taken. Employees shall not be allowed to carry over personal days to the following fiscal year.

ARTICLE 17 SICK LEAVE

Section 1 - Purpose

For the purposes of this Article, "Sick Leave" may be used for illness, disability or injury of the employee or an employee's immediate family (immediate family defined in this section as spouse or children); non-job-related injury for which the employee is under a doctor's care; or quarantined because of communicable disease in the family of the employee.

Section 2 - Accumulation

meeting held this 26th day of March, 2014

A. All full-time employees covered under this Agreement will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than four

(4) hour increments.

B. Sick leave may be accumulated to one hundred eight (180) days maximum.

Section 3 - Credit Upon Retirement

Upon retirement from the Sheriffs Department, an employee may apply all accrued sick

leave toward retirement in accordance with Public Act 84-812. Also, the Employer will allow the

employee to accrue up to two hundred and forty (240) days of sick leave to be used in

accordance with this Section only.

Section 4 - Notification

Except in cases of emergencies, the employee will notify the supervisor or designee at

least two (2) hours in advance of the start of the shift for which sick leave is being requested.

Section 5 – Return to Work

A. If an employee is absent from work because of illness, or a non-job related

accident, for three (3) or more days, upon the employee's return to work such

employee shall be required to present a certificate signed by a licensed physician

in order to qualify for sick leave benefits if sick leave abuse is suspected. Such

certificate shall be obtained at the expense of the employee. If it is necessary for

the protection of public health and safety, the Employer may require the

employee to be examined by a licensed physician before returning to work at the

expense of the Employer.

B. If an employee is absent from work because of illness and claims sick leave under

this Article, either the day before or after his vacation, holiday or days off, on

more than two (2) occasions annually, the employee may be required to present a

COLLECTIVE BARGAINING AGREEMENT County of Tazewell and Tazewell County Sheriff PBPA on behalf of Control Room Operators

certificate signed by a licensed physician in order to qualify for sick leave

benefits. Such certificate shall be obtained at the expense of the employee. The

Sheriff may require a physician of his choosing to examine the employee at the

expense of the County of Tazewell for the sole purpose of determining if the

employee was/is fit for duty.

Section 6 - Working on Sick Leave

Employees taking an authorized sick leave are prohibited from working any outside

employment during those days absent from the department.

Section 7 – Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the

utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid

for such leave taken.

"Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the

terms of this Agreement.

ARTICLE 18 FUNERAL LEAVE

If death occurs in the immediate family of a full-time employee, three (3) days leave will

be allowed that employee at full pay. Such days will not be charged to vacation, sick leave or

personal days.

For purposes of this Section, "immediate family" is defined as the spouse, son, daughter,

(including step or adopted), brother, sister, mother, father, mother-in-law, father-in-law, and

grandparents of the employee.

20

In the event that there is a death to a family member other than enumerated above, the

use of comp-time or vacation days will be permitted as provided for in this Agreement.

If the member of the immediate family as defined above resides out of state, the use of

earned comp-time or vacation days may be used to supplement the provisions above as

provided for in this Agreement.

Evidence satisfactory to the Sheriff may be requested as to the death and relationship to

the employee, if abuse is suspected.

ARTICLE 19 UNPAID LEAVES OF ABSENCE

Section 1 - Criteria for Unpaid Leaves

Leaves of absence without pay may be granted for health, educational, personal, or

military reserve purposes. Leaves of absence may only be granted by the Sheriff in his sole

discretion, who must immediately notify the County Administrator and the Payroll

Department. Leaves may be granted with the following understanding between the Sheriff and

the employees:

A. Whether the position is held open is a determination to be made by the Sheriff. In

cases where the position is held open, the position may be filled with a temporary employee. In

cases where the position is not held open, employees on leave wishing to return will be

considered for the first position open of like pay and classification.

B. During the leave of absence, an employee does not accrue credit for benefits.

Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of

absence.

Section 2 - Prohibition Against Misuse of Leaves

COLLECTIVE BARGAINING AGREEMENT
County of Tazewell and Tazewell County Sheriff

30

Any leaves granted pursuant to the terms under Article 19 shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE 20 INSURANCE

Section 1 - County Contributions

All bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, premium payments will be made through payroll deductions. Tazewell County's monthly insurance premiums effective fiscal year 2011 are as follows:

- A. Premiums for dependent coverage are in addition to any applicable single health premiums.
- B. Employee Health Total monthly premium is \$646.00. County pays \$519.00 and employee pays \$126.50.
- C. Medical Reimbursement Total monthly premium is \$392.00. County pays \$360.00 and employee pays \$32.00.
- D. Family Medical Reimbursement Total monthly premium is \$232.00. County pays \$200.00 and employee pays \$32.00
- E. Maxi Care Total monthly premium is \$456.00. County pays \$407.50 and employee pays \$48.50.
- F. Maxi Care Dependent Total monthly premium is \$459.00. County pays \$222.50 and employee pays \$263.50.

- G. Dependent Health No Spouse Total monthly premium is \$449.00. County pays \$257.50 and employee pays \$191.50.
- H. Full Dependent Health Total monthly premium is \$562.00. County pays \$311.00 and employee pays \$251.00
- I. Medicare Total monthly premium is \$211.00. Employee pays this premium.
- J. Dependent Medicare Total monthly premium is \$211.00. Employee pays this premium.
- K. Term life insurance with face value of \$25,000.00 Total monthly premium is\$4.63. County pays this premium.
- L. Dental Total monthly premium is \$20.00. County pays this premium.
- M. Dependent dental Total monthly premium is \$47.00. County pays \$7.00 and employee pays \$40.00.
- N. Employee Optical Total monthly premium is \$12.50. County pays this premium.
- O. All premium increases will be shared equally between the County and the employee.

In the event the Employer wishes to change carriers and maintain the save level of benefits, a representative of the local Union will be invited to participate in discussion.

Section 2 – Insurance Committee

A. <u>Cost Review</u>: The County and this bargaining unit agree to participate in an insurance committee established countywide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One representative from the P.B.L.C. Control Room bargaining unit, along with an equal number of

management representatives and other County bargaining unit representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified in this section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

B. <u>Benefit Denial Review</u>: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

ARTICLE 21 SAFETY ISSUES

Section 1 - Safety Committee

There shall be a Safety Committee comprised of not more than three (3) operators, one (1) on each shift; members of the Committee will be agreed to by the Union and the Sheriff. The Safety Committee and the Sheriff, or his designee, will meet to discuss safety issues at such times as is deemed necessary, provided that two (2) weeks notice is given by the party asking for the meeting and the reasons for such meeting shall be given to the other party in writing.

COLLECTIVE BARGAINING AGREEMENT County of Tazewell and Tazewell County Sheriff PBPA on behalf of Control Room Operators

Section 2 - Safety Complaints

Complaints regarding the safety of a piece of equipment shall be brought to the

attention of the Jail Superintendent. If the defect in the equipment constitutes a hazard to the

Operator required to operate or use such equipment and the complaining Operator is not

satisfied with the action taken by the Jail Superintendent, he may take the complaint to the

Sheriff; however, the complaining Operator shall abide by the Jail Superintendent's decision

until such time as the dispute can reasonably be brought to the attention of the Sheriff. The

Sheriff will resolve the dispute between the Jail Superintendent and the complaining Control

Room Operator.

The Sheriff shall take all reasonable steps to assure that all equipment necessary to the

on duty is in safe working condition.

ARTICLE 22 BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin

boards, or provide bulletin boards on a reasonable basis, where none are available for purposes

of the Union.

ARTICLE 23 WAGES

Section 1 - Base Pay Rates

34

All current employees paid above the base rate of pay shall receive a percentage wage increase of their adjusted base pay for each of the five (5) years of the duration of this Agreement as follows:

A.	December 1, 2013	3.25%
В.	December 1, 2014	3%
	December 1 2015	20/

C. December 1, 2015 3%

D. December 1, 2016 3%

E. December 1, 2017 3%

All newly hired employees shall be hired at a base pay rate of \$12.00 per hour. The base pay rate shall increase during the term of this Agreement as follows:

A. December 1, 2014 3%

B. December 1, 2015 3%

C. December 1, 2016 3%

D. December 1, 2017 3%

All full-time and part-time employees employed at the time of ratification of this Contract, and any employee who retired during the term of this agreement, shall receive retropay for all hours worked, at the appropriate hourly wage.

Section 2 - Shift Differential

Operators assigned to second (2nd) shift or a swing shift shall receive an additional thirty cents (\$0.30) per hour to be added to their adjusted base pay. Operators assigned to the third (3rd) shift will receive thirty-five cents (\$0.35) per hour to be added to their adjusted base pay. Swing shift shall be defined as: "any combination of first (1st), second (2nd) and third (3rd) shifts". When an operator is assigned to second (2nd), third (3rd), or swing shift, such operator shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift.

Section 3 - Control Room Lead Operator

The Sheriff or his designee may appoint one member of the Bargaining Unit to the position of Control Room Lead Operator. Said appointment, when made, will be made solely at

the discretion of the Sheriff or his designee and may be assigned or withdrawn at any time.

The Control Room Lead Operator will be responsible for the following:

A. Recommending the work schedule and the distribution of overtime to the

appropriate supervisor.

B. Assist with coordinating training requirements of the bargaining unit members

schedule all new employee orientation, other departmental training and

schedules. The scheduling and training and filling of shifts necessary to

accommodate such training shall be jointly agreed upon by the employee(s) and

the Lead Operator and scheduled in such a manner as to bring minimal

disruption to the Control Room. It is recognized that by the parties that the

facilitation of scheduling and training is of a mutual benefit to both the employee

and the Employer and that both parties bear responsibility for ensuring that such

activities occur.

It is understood by the parties that the purpose of assigning a bargaining unit member

as the Lead Control Room Operator is to facilitate the day to day activities and to ensure the

safe and effective operation of the Control Room. To achieve this goal, the Lead Control Room

Operator shall work with the Sheriff or his designee and may be assigned additional duties

form time to time but shall not have the authority to issue any form of discipline.

A bargaining unit member assigned these duties will receive an additional \$0.50 (fifty

cents) per hour added to their adjusted base pay beginning the first pay period after ratification

of this Agreement.

COLLECTIVE BARGAINING AGREEMENT
County of Tazewell and Tazewell County Sheriff

The Employee appointed to this position shall not receive preferential treatment concerning the scheduling of shifts as defined in Article 11, Section 8 of this Agreement and shall be subject to the overtime provisions consistent with the other bargaining unit employees. The employee will select their shift on the basis of seniority.

The Employer will not require the employee to bid on a particular shift.

Section 4 - Uniforms

All full-time employees shall receive an annual allowance of \$300.00 (three hundred dollars) to be paid in one installment in the first pay period in December of the fiscal year effective fiscal year 2011.

All part-time employees shall receive an annual allowance of \$150.00 (one hundred fifty dollars) to be paid on a Quarter Master System each fiscal year.

Section 5 – Field Training Officer

Control Room Operators designated as Field Training Officers shall receive an additional \$1.50 per hour for all hours worked while engaged in training new Control Room Operators as requested and with prior approval by the Sheriff.

Section 6 – Longevity

All full-time employees shall receive longevity according to the following schedule:	
After 3 years of full-time employment – 2% increase	
After 6 years of full-time employment – 2% increase	
After 9 years of full-time employment – 2% increase	
After 12 years of full-time employment - 2% increase	

Employees who have exceeded the longevity anniversaries at the execution of this Agreement

shall receive longevity increases as follows:

 <u> 3 year increase – effective December 1, 2013</u>
 6 year increase - effective December 1, 2014
 12 year increase – effective upon completion of employees 12th year
9 year increase – effective December 1, 2017

ARTICLE 24
MISCELLANEOUS PROVISIONS

The Employer shall be responsible for the printing of necessary copies of this Agreement

and shall provide the Union an opportunity to proof the Agreement prior to printing. The

Employer shall distribute one (1) copy to each bargaining unit employee covered by this

Agreement, and shall also provide each new bargaining unit employee, regardless of Union

membership or status, upon employment.

ARTICLE 25

ENTIRE AGREEMENT / SAVINGS CLAUSE

If any Article or Section of this Agreement or any addenda thereto shall be held invalid

by operation of law or by any tribunal of competent jurisdiction, or if any compliance with or

enforcement of any Article or Section should be restrained by such tribunal, the remainder of

this Agreement and addenda shall not be affected thereby, and the parties shall immediately

negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 26

DURATION

Section 1 - Term of Agreement

This Agreement shall be effective from December 1, 2013 and shall remain in full force

and effect until November 30, 2018. It shall continue in effect from year to year thereafter unless

notice of termination is given in writing by certified mail by either party no earlier than one

hundred twenty (120) days preceding expiration. The notices referred to shall be considered to

have been given as of the date shown on the postmark. Written notice may be tendered in

person, in which case the date of notice shall be the written date of receipt.

Section 2 - Continuing Effect

SIGNATURES

In witness whereof, the parties hereto	have set their hands this Olo day of
Tazewell County Board Chairman	FOR THE UNION Policeman's Benevolent Labor Committee
Tazewell County Sheriff	Tazewell County P.B.L.C.
Christic Quobb Tazewell County Clerk (Seal)	Tazewell County P.B.L.C. Tazewell County P.B.L.C.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

Jam Sonahuse

Jam Sonahuse

Monica Connett

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RESOLUTION

WHEREAS, the County's Executive Committee recommends the adoption of the attached Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C.§ 5311).

WEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Executive Director Jim Thompson, We Care, Inc. and the Auditor of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

azewell County Board Chairman

Number E-14-44

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 or the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE Tazewell County:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2015, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of County.

Section 2. That while participating in said operating assistance program the Tazewell County will provide all required local matching funds.

Section 3. That Board Chairman of the Tazewell County is hereby authorized and directed to execute and file on behalf of the Tazewell County such application.

Section 4. That the Board Chairman of the Tazewell County is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That Board Chairman of the Tazewell County is hereby authorized and directed to execute and file on behalf of the Tazewell County a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2015.

Section 6. That County Auditor of the Tazewell County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2015.

ED this PRESENTED and

day of

Signatute of Authorize

nan, Tazewell County Board

Revised 06/7/13

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

A Something Something The Maninger Monica Connett

RESOLUTION

WHEREAS, the County's Executive Committee recommends the adoption of the attached Acceptance of the Special Warranty for We Care, Inc.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Executive Director Jim Thompson, We Care, Inc. and the Auditor of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF Tazewell County:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, Tazewell County Board hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Tazewell County Board on the Alo day of Mascal 2014.

Officer or Official of Applicant

Signature of Authorized Official

Chairman, Tazewell County Board

Title

March 26, 2014

Exhibit E

SPECIAL SECTION 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM

Instructions for Completion of the

"Public Body Acceptance of the Terms and Conditions of the Special Section 5333(B) Warranty for Application to the Small Urban And Rural Program"

- 1. On the Specialty Warranty, click and type in the name of the public entity grantee in paragraph A, "General Application."
- 2. Execute the Acceptance of the Special Warranty Certification on the next page. Attach the Warranty, with the name of the public entity named into paragraph A, as indicated.
- 3. Display copies of the signed Special Warranty: Please note that each grantee or operator must also post the Special Warranty where affected employees may see it.

SPECIAL WARRANTY ARRANGEMENT

For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53 October 1, 2008

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any

changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

- Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.
- All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.
- (4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining.

- If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.
- (5) (a)The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.
 - (b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.
 - (c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing

agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

- (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.
 - (b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total

compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

- (c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.
- (7) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service prior to adverse effect Period of protection

- 1 day to 6 years equivalent period
- 6 years or more 6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the

exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

- (c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.
- (d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.
- (e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.
- (f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.
- (g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

- (h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.
- (i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.
- (8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.
- (9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.
- (10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/he employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.
- (a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph,

and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

- (b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.
- (c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.
- (d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

- (b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.
- (c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in

securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

- (d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.
- (13) (a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty □ one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service Separation Allowance

- 1 year and less than 2 years 3 months' pay
- 2 years and less than 3 years 6 months' pay
- 3 years and less than 5 years 9 months' pay
- 5 years and less than 10 years 12 months' pay
- 10 years and less than 15 years 12 months' pay
- 15 years and over 12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

- (b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.
- Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.
- (a) In the event that employee(s) are represented by a Union, any dispute, claim, or (15)grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor - Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this

arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

- (b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.
- (c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.
- (d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).
- The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 180 month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient

- rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).
- (17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.
- During the employee's protective period, a dismissed employee shall, if the (18)employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;
- (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;
- (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.
- (19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of

- employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder
- (20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- This arrangement 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 reason of the arrangements made by or for the Recipient to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.
- In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.
- (23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.
- (24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of

adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Last Updated: 09/29/08

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Javol Drug Jamell & Muninger Monica Connett Hours

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to allow for an alternate member to be appointed to attend Tri-County Regional Planning Commission meetings as needed; and

WHEREAS, the alternate may attend meetings if required and shall have all the privileges and duties of the appointed member while so serving; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

County/Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following ORDINANCE and recommends that it be adopted by the Board:



WHEREAS, the County's Executive Committee recommends the adoption of the attached amendment to Ordinance, 3 TCC 1-11 to change the Alcoholic Beverage hours of sale on Sunday's to be lawful beginning at 10:00 a.m.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Liquor Commissioner and the Auditor of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

in a conspicuous place in the licensed premises.

Sub-Chapter B, General Regulations

3 TCC 1-10. Local Liquor Control Commissioner

- (a) The Chairman of the County Board shall be the Local Liquor Control Commissioner for the County, and he shall have the powers and duties set out in the Illinois Liquor Control Act, including the powers to grant, suspend, and revoke licenses issued under this Chapter; provided that his powers to suspend and revoke licenses shall be subject to the notice and hearing requirements set out in the Illinois Liquor Control Act.
- (b) The Local Liquor Control Commissioner shall receive from the County the compensation set by the County Board.
- (c) Any assistants appointed by the Local Liquor Control Commissioner shall receive the per diem compensation allowed County board members for committee work, together with reasonable expenses.

3 TCC 1-11. Hours

- (a) It shall be unlawful for any person to sell or offer for sale at retail any alcoholic liquor in the County between the hours of 1:00a.m. and 6:00a.m. on any day and between the hours of 1:00a.m. and 12:00p.m. (noon) 10:00 a.m. on Sundays. Notwithstanding the foregoing, closing time on January 1st shall be 2:30A.M. instead of 1:00A.M.
- (b) It shall be unlawful to keep open for business or to permit the public to patronize any premises where alcoholic liquors are sold at retail during the hours within which the sale of such liquor is prohibited; provided, however, that restaurants, clubs, hotels, grocery stores, and drug stores may be kept open during such hours if no alcoholic liquor is sold.
- (c) No person other than a licensee or any of his employees while actually in the performance of their duties shall be permitted to enter or remain upon the premises, nor shall any person consume any alcoholic liquor upon the premises, nor shall any alcoholic liquor be exposed upon the premises in any open individual serving container beyond thirty (30) minutes after the prescribed closing time.

Motion by Member Vanderheydt, second by Member Connett to approve Appointments and Reappointments.

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Lawrence Tanner who resides at 19748 Washington Road, Morton, IL 61550 to the Morton Area Farmers Fire Protection District for a term commencing May 01, 2014 and expiring April 30, 2017.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Lawrence Tanner to the Morton Area Farmers Fire Protection District and we recommend said reappointment be approved.

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Monica Omnett

Jan Donnhue Dauel 6 Maning y

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Lawrence Tanner to the Morton Area Farmers Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Thomas E. Davies, Atty., 403 N Main St., Morton, IL 61550 of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Thomas J. Walton, who resides at 217 Sylvan Lane, Creve Coeur, IL 61610, to the Greater Creve Coeur Sanitary District for a term commencing May 01, 2014 and expiring April 30, 2017.

COMMITTEE REPORT

TO: Tazewell County Board FROM: Executive Committee

This Committee has reviewed the reappointment of Thomas J. Walton to the Greater Creve Coeur Sanitary District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Thomas J. Walton to the Greater Creve Coeur Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Larry G. Paluska, Attorney at Law, of 217 Springfield Road, East Peoria, IL 61611. of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Michael L. Morris who resides at 1401 California Road, Pekin, IL 61554 to the Brush Hill Fire Protection District for a term commencing May 2,2014 and expiring May 01, 2017.

COMMITTEE REPORT

TO: Tazewell County Board FROM: Executive Committee

This Committee has reviewed the reappointment of Michael L. Morris to the Brush Hill Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Michael L. Morris to the Brush Hill Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Louis Miller, PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Jeff Kickert, c/o Powerton Power Plant, 13082 E. Manito Road, Pekin, IL 61554 to the Powerton Fire Protection District for a term commencing May 01, 2014 and expiring May 01, 2017.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Jeff Kickert to the Powerton Fire Protection District and we recommend said reappointment be approved.

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RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jeff Kickert to the Powerton Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Louis Miller, PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Thomas Bessler who resides at 413 Beach, Washington, IL 61571 to the Northern Tazewell Fire Protection District for a term commencing May 01, 2014 and expiring April 30, 2017.

COMMITTEE REPORT

TO: FROM: Tazewell County Board Executive Committee

This Committee has reviewed the reappointment of Thomas Bessler to the Northern Tazewell Fire Protection District and we recommend said reappointment be approved.

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RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Thomas Bessler to the Northern Tazewell Fire Protection District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Arthur Kingery, 416 Main St., Ste. 915, Peoria, IL 61602 of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Bart Hollingsworth who resides at 1933 N. Main Street, Washington, IL 61571 to the Northern Tazewell Fire Protection District for a term commencing May 01, 2014 and expiring April 30, 2017.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Bart Hollingsworth to the Northern Tazewell Fire Protection District and we recommend said reappointment be approved.

7

Monica Connett

Timponahen

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Bart Hollingsworth to the Northern Tazewell Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Arthur Kingery, 416 Main Street, Suite 915, Peoria, IL 61602 of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Greg Sinn who resides at 607 S Locust St., Tremont, IL 61568 to the Tazewell County Extension Board for a term commencing May 01, 2014 and expiring April 30, 2015.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Greg Sinn to the Tazewell County Extension Board and we recommend said reappointment be approved.

A

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Sinn to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board at 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Rosemary Palmer who resides at 6404 Bass Road, Manito IL 61546to the Tazewell County Extension Board for a term commencing May 01, 2014 and expiring April 30, 2015.

COMMITTEE REPORT

TO: FROM:

Tazewell County Board Executive Committee

This Committee has reviewed the reappointment of Rosemary Palmer to the Tazewell County Extension Board and we recommend said reappointment be approved.

Javal Ing Amahue Monica Connett

Mary Mising

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Rosemary Palmer to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board at 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Roger Cramer who resides at 151 Brookview Road, East Peoria, IL 61611 to the East Peoria Sanitary District for a term commencing May 01, 2014 and expiring April 30, 2017.

COMMITTEE REPORT

TO: FROM: Tazewell County Board Executive Committee

This Committee has reviewed the reappointment of Roger Cramer to the East Peoria Sanitary District and we recommend said reappointment be approved.

7

Monica Connett

Janal 6 Musers

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Roger Cramer to the East Peoria Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Dick Williams, 139 E. Washington Street, East Peoria, IL 61611.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Robert Kieser, who resides at 104 Thrush Avenue, Pekin, IL 61554 to the Board of Review for a term commencing June 01, 2014 and expiring May 31, 20116.

COMMITTEE REPORT

To: Tazewell County Board From: Executive Committee

The Committee has reviewed the reappointment of Robert Kieser to the Board of Review and we recommend said reappointment to be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Robert Kieser to the Board of Review.

The County Clerk shall notify the County Board Office and the County Board Office will notify the County Board Chairman of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Gary Flairty who resides at 5525 Chapel Road, Green Valley, IL 61534 to the Green Valley Fire Protection District for a term commencing May 01, 2014 and expiring April 30, 2017.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Gary Flairty to the Green Valley Fire Protection District and we recommend said reappointment be approved.

A

Monica Connett

Danullo Masin

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Gary Flairty to the Green Valley Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify W. Thad Kuhfuss, Atty., 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

Tazewell County Clerk

Motion by Member Redlingshafer, second by Member Connett to approve Resolution 1. Motion carried by Voice Vote but Ackerman, Graff, Harris, and Sinn.

AN ORDINANCE AMENDING TITLE 7, CHAPTER 1, ZONING-CODE OF TAZEWELL COUNTY ON PETITION OF PAUL BROWN

(Zoning Board Case No. 14-09-Z)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Paul Brown for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to an A-2 Agriculture Zoning District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 14-09-Z as held by the Tazewell County Zoning Board of Appeals on March 4, 2014, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

WHEREAS, said report to the Zoning Board of Appeals contained the following findings of fact:

- 1. The proposed amendment shall not be detrimental to the orderly development of Tazewell County.
 - POSITIVE. The proposed amendment shall not be detrimental to the orderly development of Tazewell County as it is consistent with the Future Land Use Map for Tazewell County, which shows the subject area as A-2.
- 2. The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.
 - POSITIVE. The proposed amendment will allow and encourage single family residential development adjacent to existing single family residential homes. From a planning perspective it is always preferred to develop property contiguous to existing development instead of practicing "leapfrog" development. At this time, the proposed zoning amendment possesses no foreseeable danger or risk to the public health, safety, morals or general welfare of Tazewell County or its residents.
- 3. The request is consistent with existing uses of property within the general area of the property in question.
 - POSITIVE. The request is consistent with existing uses of property within the general area of the property in question.

126

- 4. The request is consistent with the zoning classifications of property within the general area of the property in question.
 - POSITIVE. The property in question is not suitable for the uses permitted under the existing zoning classification given the relatively small area of land available for crop production.
- 5. The suitability of the property in question for the uses permitted under the existing zoning classification.
 - POSITIVE. The property in question is suitable for the uses permitted under the proposed zoning classification given the consistency with other nearby parcels being utilized for residential purposes.
- 6. The suitability of the property in question for the uses permitted under the proposed zoning classification.

POSITIVE.

- 7. The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.
 - POSITIVE. Per the applicant, the trend of nearby development will be compatible with the A-2 zoning designation as detailed in the Tazewell County Future Land Use Map.
- 8. The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.
- 9. The proposed map amendment is within one and one half $(1 \frac{1}{2})$ miles of a municipality and consistent with an adopted Comprehensive Plan.
 - POSITIVE. The proposed zoning map amendment is not within 1.5 miles of a municipality with an adopted Comprehensive Plan.
- 10. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
 - POSITIVE. The proposed zoning map amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan listed below:
 - O Provide sufficient land to accommodate new residents and businesses in accordance with the Comprehensive Plan.
 - Locate new development contiguous to existing development to aid police and fire protection.
 - Locate new residential development along local roads to facilitate efficient travel and maintain public safety.

- Avoid leapfrog development and isolated land development to preserve contiguous tracts of productive agricultural land.
- Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.
- Minimize conflict between land uses.
- 11. The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.

POSITIVE. The proposed zoning map amendment is consistent with the Tazewell County Future Land Use Map, which designates the subject area as A-2 Agricultural District.

which findings of fact are hereby accepted by the County Board as the reason for approving the Rezoning request.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Paul Brown for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to an A-2 Agriculture Zoning District for the following described property:

A combined 60 acres to be rezoned, currently a Part of P.I.N. #17-17-26-400-003; approximately 58.67 acres of an existing 78.67 more or less acre tract of land, located in the East Half of the West Half of the Southeast Quarter of Section 26; and P.I.N. #17-17-26-400-004; an approximate 1.33 acre parcel located in the East Half of the West Half of the West Half of the Southeast Quarter of Section 26, all situated in Township 23 North, Range 4 West of the Third Principal Meridian, Dillon Township, Tazewell County, Illinois.

located one half mile east of the intersection of Springfield Rd. (Co.Hwy 1) and Toboggan Ave. (Co. Hwy 14), and on the north side of Toboggan Ave. to include 21596 Toboggan Ave., Delavan, Illinois.

is hereby granted.

SECTION II. This Ordinance shall be in effect upon passage.

REPORT OF THE LAND USE COMMITTEE OF THE TAZEWELL COUNTY BOARD

TO THE HONORABLE BOARD OF TAZEWELL COUNTY:

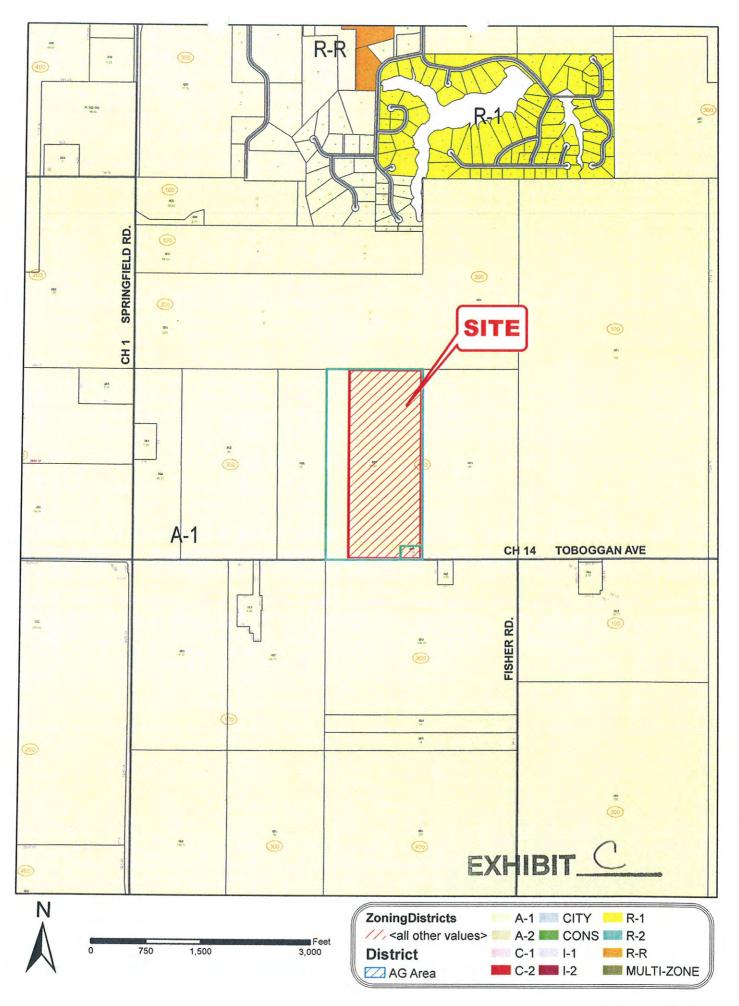
Your Committee of Land Use beg leave to report that they have examined the proposed Ordinance to amend Title 7, Chapter 1, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Rezoning be approved by the County Board.

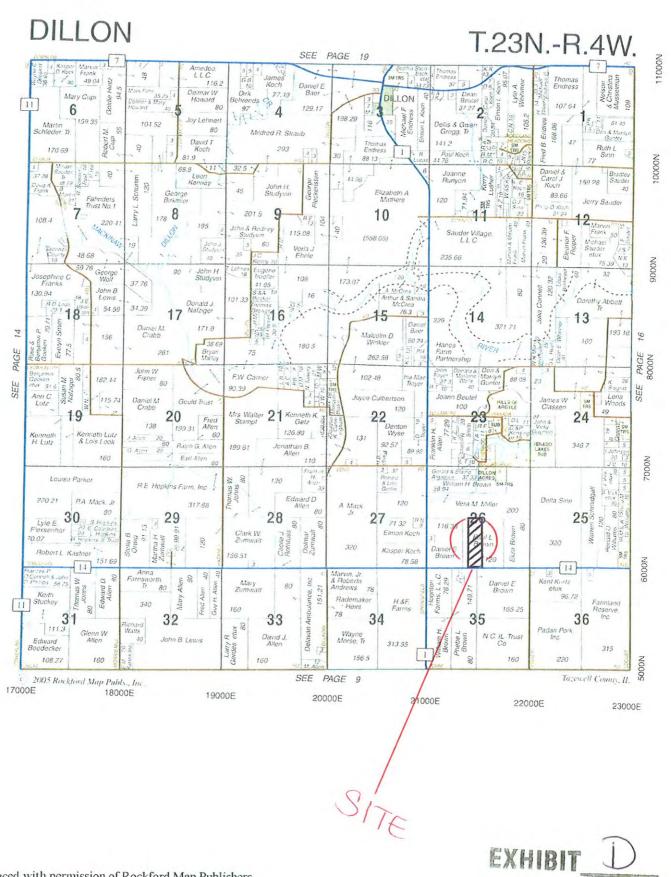
As presented this 11th day of March, 2014.

Case No. 14-09-Z Paul Brown

All of Which is Respectfully Submitted,

S	
Sue SudEll	
Rasemary Palmer	
Monica Connett	- Clellen Gerlen Gerlen Grand





Reproduced with permission of Rockford Map Publishers, Inc. Rockford, Illinois

PASSED AND ADOPTED this	day of <u>MOMM</u> , 2014.
Ayes 13 Nays 4	Absent 4
ATTEST:	Chairman, County Board Tazewell County, Illinois
Christic allebb County Clerk Tazewell County, Illinois	agreement country, numous

Motion by Member Connett, second by Member Palmer to approve Resolution 2. Motion carried by Voice Vote.

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

**Authorized Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

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RESOLUTION

WHEREAS, there exists a county bridge (structure no. 090-3001) in need of immediate repair on Manito Road (C.H. 16) over the Mackinaw River (Sec. 13-24-6); and

WHEREAS, the lowest quote from Stark Excavating, Inc. estimates the cost to repair said bridge to be \$29,628.00 and in the interest of public safety and expediency it is recommended that Tazewell County proceed without formal bidding requirements (three quotes were requested and received); and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer hire a contractor to make repairs to said bridge with repair costs to be paid from County Bridge funds, line item 205-311-544-100; and

THERFORE BE IT RESOLVED, that the County Board would approve said recommendation of the Transportation Committee;

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and the County Engineer of this action.

ADOPTED this 26th day of March, 2014.

ATTEST:

Tazewell/County Board Chairman

Tazewell County Clerk

Motion by Member Ackerman, second by Member Harris to approve Resolution 3. Motion carried by Voice Vote.

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has consider recommends that it be adopted by the Boa	
John Marie	
(glosemany Palme)	
PASSED THIS 26 th DAY OF MARCH, 201	4
ATTEST:	
Christic al Webb County Clerk	County Board Chairman



County Maintenance Resolution

RESOLVED, by the County bo	ard of Tazewell		County, that \$154,017.09
is appropriated from the Motor requirements of the Illinois High	Fuel Tax allotment for the ma	aintenance on county or Sta	ate highways and meeting the
RESOLVED, that maintenance	sections or patrols be mainta	ained under the provision of	f said Illinois Highway Code
beginning January 1, 2013	and ending	December 31, 2013	, and be it further
the period as given above, sub	mit to the Department of Transes from and balances remaining	asportation, on forms furnis	oon as practicable after the close of hed by said Department, a certified expenditure by said Department
of the Department of Transport	ation.	nsmit two certified copies o	of this resolution to the district office
STATE OF ILLINOISTIC	CCB		
Tazewell By	County,	5.	
		hereof, as provided by stat	cute, do hereby certify the foregoing
Tazewell	County, at its Mar	ch 26, 2014	
meeting held at _Pekin, Illinois	3		
on _March 26, 2014			
Date	, I have hereunto set my han	dond	
in said County, this26th day ofMarch A.D2014			
in said County, this <u>zoth</u>	day or <u>iviarch</u>	A.D	
(SEAL) Chru	tu ausess	County Clerk	
	A	pproved	
	2 ~	Å	
Regional Engineer			
	Departmer	nt of Transportation	
		41414	
	,	Date	

Printed 3/11/2014

*2013 maintenance breakdown as follows: (SUPPLEMENTAL 1)		
13-00000-01-GM (Road Program)	\$154,017.09	
Total .	\$154.017.09	

Motion by Member Sundell, second by Member Meisinger to approve Resolution 4. Motion carried by Voice Vote.

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

Jack Har Assum Assum Assum Assum

RESOLUTION

WHEREAS, the Transportation Committee received bids for one new Four-wheel Drive Pickup Truck through the State of Illinois CMS comprehensive bidding process; and

WHEREAS, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of Bob Ridings Fleet Sales, in the amount of \$25,155.00 (w/ trade in of 2009 Ford F250), for a 2015 Ford F250 Crew Cab 4x4 Pickup to be paid from County Highway Tax Funds, New Equipment Line Item (202-311-544-000);

THEREFORE BE IT RESOLVED, that the County Board award the contract as recommended by the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

ADOPTED this 26th day of March , 2014.

ATTEST:

TAZEWELL COUNTY BOARD CHAIRMAN

TAZEWELL COUNTY CLERK

Motion by Member Sundell, second by Member Neuhauser to approve Resolution 18. Motion carried as amended by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:



RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a revised Personnel Policy Handbook; and

WHEREAS, input was solicited from the County's Elected Officials and Department Heads for revisions; and

WHEREAS, this revision incorporates spelling and grammatical corrections that were not included in the version approved in January, 2014.

THEREFORE BE IT RESOLVED the County Board approves updates to the Personnel Policy Handbook effective March 01, 2014; and

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Payroll Division and all Elected and Appointed officials of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

County Board Chairman

143



TAZEWELL COUNTY

EMPLOYEES PERSONNEL POLICIES HANDBOOK

Revised policy adopted January 29, 2014

TABLE OF CONTENTS

SECTION	1 - Introduction	
1,1	Welcome	5
1.2	Management Philosophy	6
1.3	Statement of Applicability	6
1.4	Disclaimer	7
1.5	Dignity in the Workplace	7
1.6	Definitions	8
SECTION	2 - Employment	
2.1	Employment at Will	9
2.2	Equal Employment Opportunity	
	(EEO) Statement	9
2.3	Affirmative Action Plan	9
2.4	Employment Process	11
2.5	Employee Promotion & Transfers	12
2.6	Interviewing	13
2.7	New Employee Orientation	13
2.8	Department Head Hiring Procedures	13
2.9	Reasonable Accommodation	14
2.10	Anti-Nepotism Policy	14
2.11	Anti-Harassment	15
SECTION	3- Personnel Records	
3.1	Contents of Employee Records	18
3.2	Records of Unsuccessful Applicants	18
3.3	Employee Access to Records	19
3.4	Confidential Information	19
3.5	Personal Data Change	19
3.6	Employment Applications	19
3.7	Job Descriptions	19
3.8	Performance Review	20
SECTION	4 - Staff Reduction, Resignation	and Termination
4.1	Temporary and Permanent Staff	
	Reductions and Recall	21
4.2	Resignation	22
4.3	Discharge	22
4.4	Re-Employment	23
4.5	Exit Interview	23
4.6	Final Pay Check	23
SECTION	5 - Grievances, Complaint Proce	edures and
	Discipline	Jagiog alla
5.1	Grievances	24
J. I	GHE AUTICE2	24

	5.2	Grievance Procedure	26
	5.3	Discipline Action	27
	5.4	Discipline Procedure	28
	5.5	Discipline for Employees of Elected	
		Officials	29
SEC	ΓΙΟΝ	6 - Working Hours and Compensat	ion
	6.1	Working Hours	30
	6.2	Lunch Periods	30
	6.3	Rest Periods	30
	6.4		30
	6.5		31
	6.6		31
	6.7		31
	6.8	Pay Day	32
	6.9	Salary Administration	32
	6.10		33
	6.11	•	33
	6.12		34
	6.13		34
	6.14		35
	6.15		36
	6.16	Wage Garnishment	36
SEC1			
	7.1		37
	7.2	, , ,	37
	7.3	Employee Classification Change	38
	7.4	Bulletin Boards	39
	7.5	Safety	39
	7.6	Employee Conduct	39
	7.7	Outside Employment	40
	7.8	Conflicts of Interest	41
	7.9	Use of County Property and Equipment	41
	7.10	County Vehicles	42
	7.11	Telephone	42
	7.12		43
	7.13		43 44
	7.14 7.15	Gift Ban	44
	7.16	Grooming Prohibited Political Activity	45
	7.10		46
	7.18	•	47
	7.19	Suggestions	48
			70
SECT		1 2	46
	8.1	Holidays	49
	8.2	Vacations Side Days	50
	8.3	Sick Days	51

	8.4	Family and Medical Leave Act (FMLA)	52
	8.5	Personal Days	56
	8.6	Workers Compensation	56
	8.7	Bereavement Leave	57
	8.8	Extended Leave of Absence without Pay	57
	8.9	Military Leave	58
	8.10	Family Military Leave	60
	8.11	School Visitation Leave	61
	8.12	Group Health Insurance	61
	8.13	Life Insurance	62
	8.14	Dental Insurance	62
	8.15	Social Security	62
	8.16	Unemployment Compensation	63
	8.17	Illinois Municipal Retirement Fund (IMRF)	63
	8.18	Credit Union	63
	8.19	Employee Assistance Program	63
	8.20	Employee Recognition and Awards	63
SEC ⁻	TION :	9 - Alcohol and Drug Testing	
	9.1	Prohibitions	65
	9.2	Testing	65
	9.3	Order to Submit	66
	9.4	Testing Methodology	67
	9.5	Voluntary Request for Assistance	68
	9.6	Discipline	68
	9.7	Right to Contest	69
		Employee Acknowledgement	70

1. INTRODUCTION

1.1 WELCOME

The difference is you! It is a pleasure to welcome you as an employee of Tazewell County.

You are the most important ingredient in the service that our County provides to the public. Through your efforts, caring, and enthusiasm, you will make the County a better place to work.

This Employee Handbook is provided for your personal use. It clearly outlines benefits and procedures, and defines what you can expect from us and what we can expect from you. Please note that changes due to legal, social, or economic forces may necessitate future adjustments or modifications of these benefits and procedures.

The following Employee Handbook is not a contract and should not be considered as a contract of employment for employees of Tazewell County. The policies and procedures provided for herein, unless otherwise covered by a Collective Bargaining Agreement, shall be subject to unilateral modification with or without notice from the County to the employee. If an Employee is covered by a Collective Bargaining Agreement which conflicts with any provision of this handbook then the Collective Bargaining Agreement prevails.

One of the goals of the County is to provide all employees the opportunity to fulfill their jobs in a manner which is rewarding. Our primary aim at the County is to serve the public. We are proud of Tazewell County and the services we provide. Any questions about these policies should be directed to the Human Resources Department.

Thank you for joining us as we continue to improve our services.

1.2 MANAGEMENT PHILOSOPHY

Tazewell County is a unit of local government, established under the laws of the State of Illinois, to provide services to the public. Within the limits of the authority delegated to the County, the County Board and Elected Officials must have exclusive rights to exercise the customary functions of management, including but not limited to the following: to manage and control the premises and equipment; to select, hire, promote, suspend, dismiss with or without cause, assign, supervise, and discipline employees; to determine and change starting times, quitting times, and shifts; to transfer employees within the department or into other departments and other classifications; to determine and change the size of, composition of, and qualifications of the work force; to establish, change, and abolish its' policies, rules, and regulations; to determine and modify position descriptions, position evaluations, and position classifications; to determine and change methods and means by which its' operations are to be carried on; to assign duties to employees in accordance with the needs and requirements determined by the County Board and Elected Officials; and to carry out all ordinary functions of management.

1.3 **STATEMENT OF APPLICIABILITY**

The policies in this Employee's Personnel Policies Handbook are promulgated by the Tazewell County Board and shall be effective December 1, 1985. The County Board may, from time to time, abolish, alter, change, make additions to or otherwise amend the rules and regulations set forth in the Personnel Policies. The County Board may accomplish any of the aforementioned changes through a resolution at a regular or special Board meeting by two-thirds (2/3) vote of the members of the Tazewell County Board present and voting.

These policies will control unless Illinois law, Federal law, employment agreement or a Collective Bargaining Agreement provides otherwise.

These policies are also subject to the Tazewell County Board's overriding authority for the budget. For example, the amount of money appropriated for a particular department will determine the number of employees in that department. Moreover, by promulgating these policies, the County Board does not obligate itself to make any particular appropriations.

Under our design for government, the legislature, executive and judicial branches are to be separate and equal. The public interest requires that they work in harmony. <u>People ex rel. Bier v. Scholz, 77 Ill.2d 12, 19, 31 Ill.Dec. 780, 782, 394 N.E.2d 1157, 1159 (1979). Illinois law provides that many Elected Officials are responsible for the internal administration of their offices. Auditor, 55 ILCS 5/3-1004; State's Attorney 55 ILCS 5/3-9006; Circuit Clerk, <u>Kotche v. County Board of Winnebago County</u>, 87 Ill. App. 3d, 409 N.E. 2d 501 (2d Dist. 1980); Coroner, 55 ILCS 5/3-3003; County Clerk, 55 ILCS 5/3-2003.2; Treasurer, 55 ILCS 5/3-10005.1; and Sheriff, 55 ILCS 5/3-6018. Consequently, whether some of these policies govern in a given situation will depend on applicability of these provisions.</u>

Some County employees may be subject to rules and regulations promulgated by a division of State government, for example, the Administrative Office of the Illinois Courts or the State Board of Education. For such employees if a conflict exists between these policies and such state rules and regulations, the state rules and regulations shall control.

Finally, although these policies are written primarily for employees, some sections will also apply to County Board Members, Elected Officials, and Appointed Department Heads. For example, the rules on Travel Reimbursement, 6.13, would apply to all.

1.4 **DISCLAIMER**

This policy provides a guide for employees, the County Board, Administrative Staff, and Department Heads, including those Tazewell County Elected Officials who elect to adopt it. It is also intended to acquaint new employees with the County procedures. However, the employer reserves the right to take whatever action it deems appropriate given the circumstances. Failure to follow the policy shall not invalidate any action taken. Employees should not read this policy as creating an employment contract, expressed or implied, or a promise that it will be followed in all cases. Except as otherwise stated in its collective bargaining and employment agreements, employees of Tazewell County are employed at-will. Nothing in this policy is intended to alter this employment-at-will relationship.

1.5 **DIGNITY IN THE WORKPLACE**

The County Board has established a procedure for addressing employee complaints and initiated management training to improve communication and the establishment of a plan to address the needs of Elected Officials and Appointed Department Heads in managing County employees. The establishment of this document outlines proper behavior and conduct that is to be followed by Tazewell County employees. Violations of the above policy create great potential for liability on the part of Tazewell County taxpayers and the County Board is determined that proper enforcement of said policy is not optional but is a condition of employment. The County Board agrees to pursue the following:

That any violation of said policy shall be grounds for appropriate disciplinary action up to and including discharge for all employees of Tazewell County.

That failure to manage a workplace or to supervise employees according to this policy, or to in any manner tolerate such violations shall be grounds for appropriate disciplinary action up to and including discharge.

That all employees of Tazewell County shall be notified of this "zero tolerance" position by Tazewell County.

That it supports the ongoing educational and training programs designed to protect dignity in the workplace.

That it supports County officials in enforcement of the policies and procedures implemented to protect dignity in the workplace

1.6 **DEFININTIONS**

Exempt Employee: Those employees in executive, administrative, and professional positions who receive an annual salary and do not qualify for overtime, as defined under the Fair Labor Standards Act (FLSA)

Non-exempt Employee: Employees who do not perform executive, administrative, or professional work and are scheduled for either a thirty-five (35) thirty-seven and one half (37.5) or forty (40) hour work week. Employees with non-exempt status are protected by the Fair Labor Standards Act (FLSA), which requires employers to pay at least a certain minimum hourly wage rate and a premium rate for overtime work.

Full-time Employee: An employee who works in a position which is approved by the County Board, and which is budgeted based on a thirty seven and one half (37.5) or forty (40) hour work week. Full-time employees are eligible for County paid-time-off benefits, health/life insurance benefits, and retirement benefits. Full-time appointed and elected department heads are also eligible for these benefits as well.

Part-time Employee: An employee who works in an approved position, which is budgeted less than thirty-seven and one half (37.5) hours per week. Part-time employees are not eligible for health/life insurance benefits or paid-time-off benefits.

Temporary Employee: A person who is hired for a specific period of time or to complete a specific task. Temporary employees fill no specific position. Hours worked and hourly rate are set by the department head within the constraints of a temporary salary budget approved by the County Board. Temporary employees are not eligible for health/life insurance benefits or paid-time-off benefits. Temporary workers may be scheduled to work a full-time or part-time schedule.

Elected Officials: Means Auditor, Circuit Clerk, County Clerk, Coroner, Regional Superintendent of Schools, Sheriff, State's Attorney, Treasurer, County Board Chairman, and Presiding Circuit Judge. Elected Officials are responsible for the application of these Personnel Policies within their departments; and by nature of their elected position, they have prerogatives not available to Appointed Department Heads.

2. EMPLOYMENT

2.1 EMPLOYMENT AT WILL

Employment at Tazewell County is "at will" which means employment within the county is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Likewise, the county may terminate the employment relationship at will at any time, with or without advanced notice.

2.2 <u>FQUAL EMPLOYMENT OPPORTUNITY (EEO) STATEMENT</u>

Employees and applicants for employment at Tazewell County can be assured fair and equitable treatment with the provisions of EEO. Under the laws enforced by the EEOC, it is illegal to discriminate against the applicant or employee because of that person's sex, race, color, religion, national origin, age, disability, or genetic information. It is also determined illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

In accordance with the Illinois Human Rights Act, it is illegal to discriminate against someone because of their sexual orientation, ancestry, citizenship status, marital status, military service, unfavorable military discharge, order of protection status, or arrest record.

These laws apply to all aspects of employment including benefits, discharge, discipline, hiring and firing, harassment, promotion, recruitment, training, transfer, and wages.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their immediate Supervisor, Human Resources Department, or the County Administrator. Employees should free to raise concerns and make reports without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

2.3 <u>AFFIRMATIVE ACTION PLAN</u>

The policy of Tazewell County concerning equal rights and compliance with Titles VI and VII of the Civil Rights act of 1964, the Equal Opportunity Act of 1970, and all federal executive orders on discrimination in employment will be carried out to the intent of the respective law or executive order.

It is the policy of Tazewell County to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual

orientation, genetic information or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all employer-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by the employer where appropriate.

Employees and applicants shall not be subject to harassment, intimidation, or any type or retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state, or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state, or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state, or local law requiring equal opportunity.

It shall be the goal of Tazewell County to make good faith effort in the employment of an individual of a minority group or an individual with a physical handicap.

It shall be the goal of Tazewell County to become recognized as an equal opportunity employer. Included in recruitment literature shall be indication that the County is an equal opportunity employer.

It shall be the goal of Tazewell County to provide employees advancement within the organization to the extent those opportunities exist.

Responsible for the implementation of the Affirmative Action Program will be that of the Human Resource Department, along with appropriate elected officials.

Opportunities for upward mobility will be based solely on merit and ability to perform job-related activities, and fairness and impartiality shall govern the County's decisions regarding appointments, pay adjustments, promotions and discipline.

When a complaint is filed on the appropriate forms, it will be given to the immediate attention of the Human Resources Department and/or appropriate elected or appointed official, if applicable. The facts will be reviewed and the resulting decision will be discussed with the complainant. In the event that the decision is not favorable in the view of the compliant, he/she will be referred to the Fair Employment Practices Commission or the Equal Opportunity Commission.

The Affirmative Action plan of Tazewell County will be reviewed annually by the County Administrator and elected and appointed department heads. Review of employment practices for the past year will be evaluated against the goals of the Affirmative Action Plan. In the event the department is not meeting its objectives, changes to the employment practices will be considered. The goals will also be reviewed annually and changes as necessary to make them meaningful and maintain a good faith effort.

The County will utilize, when possible, the Illinois Department of Employment Security Job Service and other such agencies that also are in compliance with the pertinent state and federal nondiscrimination regulations in employee recruitment.

As far as possible, training for advancement and classification schedules, and requirements for upward mobility with the organization will be made known to employees. Opportunities for upward mobility will be based solely on merit and ability to perform job-related activities, and fairness and impartiality shall govern the County's decisions regarding appointments, pay adjustments, promotions and discipline.

When a complaint is filed it will be given the immediate attention of the Human Resources Department and/or appropriate elected or appointed official, if applicable. An impartial investigation will follow and will be the basis for any decision. The facts will be reviewed and the resulting decision will be discussed with the complainant. The complainant will be requested to sign the appropriate written report, which will include the facts found as a result of the investigation. In the event the decision is not favorable in the view of the complainant, they will be referred to the Fair Employment Practices Commission or the Equal Opportunity Commission.

Review of the employment practices for the past year will be evaluated against the goals of the Affirmative Action Plan. In the event the department is not meeting its objectives, changes to the employment practices will be considered. The goals will also be annually reviewed and changed as necessary to make them meaningful and to maintain a good faith effort.

2.4 <u>EMPLOYMENT PROCESS:</u>

Inquiries regarding employment may be made directly to the Elected Official, the Appointed Department Head, or the County Board Office. Applicants for Deputy Sheriffs and Correctional Officers positions will be selected according to procedures outlined by the Tazewell County Merit Commission. Probation Officers will be hired pursuant to statutory procedures and rules of the Administrative Office of Illinois Courts.

The Human Resources Department may advertise for position openings through various resources and methods. In addition, position openings are posted in every County department. The job vacancy announcement shall be in consistent format for all County jobs, and include at minimum the job title, rate or range of pay, a summary of duties, the essential job qualifications, and the basic job procedures to be followed upon hiring. Each applicant shall complete an application which shall be signed to certify the truth of all statements contained therein. Deliberately false or misleading statements shall be grounds for rejection of an application or immediate termination if discovered after employment begins. References shall be checked.

Applications for full-time and part-time employment, and all applications and resumes received in response to advertised vacancies will be kept on file for one (1) year. Applicants must submit a new application for each job posting.

Employees are selected on the basis of their qualifications to fulfill established specifications for the job, or as outlined in collective bargaining agreements. General selection criteria include knowledge, experience, education, training, skills, and willingness to work in a specified environment.

The Elected Official, Appointed Department Head, or the Human Resources Department screens applicants for positions, both from within and without the County. This includes a review of records, a written application, a personal interview, consulting references, and verification of registration and licensure and degree indicated. The Human Resources Department is available to assist with these tasks.

All positions are described, evaluated, and placed into a pay grade commensurate with the required job knowledge, job responsibility, and job accountability. It is the responsibility of each individual Elected Official or Appointed Department Head to review position descriptions annually to make certain they are accurate. Consideration for revisions will be on an annual basis, prior to seceding year's budget. Any resultant changes will be effective with the start of the new fiscal year. Position titles will be selected with the purpose of describing the position in a few words.

Whenever a new position is established and approved, or duties of an existing position change substantively, the Elected Official or Appointed Department Head should request from the Human Resource Department a job description questionnaire to be filled out by the employee performing that position. Once the job questionnaire is filled out by the employee, the employee returns it to their Department Head where the Department heads shall submit a comprehensive job description to the Position Evaluation Committee. Proposed changes to position descriptions will be drafted by the Elected Official or Appointed Department Head and presented to the Position Evaluation Committee to be reviewed and/or refine the position description with the Elected Official or Appointed Department Head graded using the Hay Group Methodology.

Recommendations regarding any needed changes to the position descriptions and/or position classifications including compensation will be sent to the Human Resources Committee at the conclusion of the annual review. The Committee will act upon the recommendations and forward resolutions to the County Board for final consideration.

2.5 <u>EMPLOYEE PROMOTION & TRANSFERS</u>

There are, and will continue to be, opportunities for promotion and transfers in Tazewell County Government. It is in the best interest of both the County and the employee to have the most qualified individual in each job. Consideration for promotions and transfers is given to employees who have the seniority, experience, skill, training, and ability to fill the job vacancies. No one factor in and of itself is sufficient to require the Employer to give an applicant a promotion or transfer. When a promotional or internal transfer job opportunity arises, the hiring decision may include the following factors: job knowledge, education, ability and skills, disciplinary record, attendance record, past performance, advancement potential and other job-related criteria.

If a present employee is accepted for a new position in another department, a transfer will take place. The date of the transfer will be agreed to by both the Elected Official and Appointed Department Head losing the employee and the Elected Official or Appointed Department Head gaining the employee.

Former employees re-employed by the County shall assume the status of a new employee and shall not receive credit for previous length of service and fringe benefits. The only exception will be former employees re-employed within one hundred eighty (180) days if requested by the Elected Official or Appointed Department Head and concurred with the County Board. These employees will be reinstated with credit for prior service as it existed prior to termination.

2.6 *INTERVIEWING*

Qualified applicants shall be notified of the time and place of the interview. Interviews shall be conducted by the Department Head. The Department Head may request the assistance of the Human Resource Department in conducting the interview. All applicants who either submitted an application or undergone an interview shall be notified when they are no longer being considered for a position. The Human Resource Department shall be notified as to the person hired, job title, and salary, and the effective date of employment.

2.7 <u>NEW EMPLOYEE ORIENTATION</u>

Following the final selection of a candidate, the Department head shall meet with the new employee to discuss the compensation for the position and criteria for job performance. Upon hire of a new employee, the Department head shall schedule the new employee for an orientation meeting at the Human Resource Department, during which the employee shall register for payroll, IMRF, parking, and County-issued identification badge. During orientation, the employee shall receive an overview of County benefits and a copy of the Personnel Policy, as well as vehicle and IT policy.

2.8 DEPARTMENT HEAD HIRING PROCEDURES

Inquiries regarding employment may be made directly to the Elected Official, the Appointed Department Head, or the County Board Office. Applicants for Deputy Sheriffs and Correctional Officers positions will be selected according to procedures outlined by the Tazewell County Merit Commission. Probation Officers will be hired pursuant to statutory procedures and rules of the Administrative Office of Illinois Courts.

The elected Official, Appointed Department Head, or the County Board Office screens applicants for positions, both from within and without the County. This includes a review of records, a written application, a personal interview, consulting references, and verification of registration and licensure and degree indicated.

All positions are described, evaluated, and placed into a pay grade commensurate with the required

job knowledge, job responsibility, and job accountability. It is the responsibility of each individual Elected Official or Appointed Department Head to review position descriptions annually to make certain they are accurate. Consideration for revisions will be on an annual basis, prior to seceding year's budget. Any resultant changes will be effective with the start of the new fiscal year. Position titles will be selected with the purpose of describing the position in a few words.

Proposed changes to position descriptions will be drafted by the Elected Official or Appointed Department Head and submitted to the Position Evaluation Committee to review and/or refine the position description with the Elected Official or Appointed Department Head.

Recommendations regarding any needed changes to the position descriptions and/or position classifications including compensation will be sent to the Human Resources Committee at the conclusion of the annual review. The Committee will act upon the recommendations and forward resolutions to the County Board for final consideration.

Candidates meeting the requirements of the job description will be interviewed by the Elected Official or Appointed Department Head who has the responsibility for making the final employment decision.

2.9 REASONABLE ACCOMODATION

The County will make reasonable accommodations for qualified employees with known disabilities unless doing so would result in undue hardship. Questions about reasonable accommodation should be directed to the Human Resources Department.

2.10 ANTI- NEPOTISM POLICY

Relatives and/or personal acquaintances are subject to the same hiring standards and job requirements as other applicants. However, it is the County's policy that an employee may not work under the direct or indirect supervision of a relative as defined in this policy. For the purpose of this policy "relatives" include spouses, civil union partners, sons or daughters, grandchildren, brothers or sisters, brothers or sisters-in-laws, mother or fathers, mother of father-in-law, or "step" relatives of the same level.

A Department Head, or person with authority to hire or promote employees within a department, shall not hire or reclassify or effectively recommend hiring or reclassifying within the department the following persons, whether related by blood, adoption or marriage: parent, grandparent, child, grandchild, sibling, spouse, or domestic partner. Persons hired in violation of this Policy shall be terminated.

Current employees are grandfathered in under the previous policy while in their current positions.

2.11 ANTI-HARASSMENT

The County will not condone any unlawful discrimination or harassment. The objective of this policy is that every employee accord every other individual the respect, equal treatment and dignity that they would themselves expect, and to remove any occurrences of prejudice and intolerance or handicap based on sex, race, religion, national origin, age, or handicap.

Harassment includes any verbal, written, visual, or physical acts of conduct which are offensive, intimidating, insulting, degrading, or unwelcome in the sense of being harmful to the individual's well-being and detrimental to the receiving employee's ability to perform their work. Sexual harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Such conduct constitutes sexual harassment and is illegal.

Sexual Harassment may involve the behavior of a person of either sex against a person of the opposite or same sex, when that behavior falls within the above definition. Other prohibited behaviors include, but are not necessarily limited to, inappropriate touching, inappropriate language, and displays of sexually suggestive objects or pictures.

Harassment can occur in a variety of circumstances, including, but not limited to the following:

- 1. The harasser may be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or non-employee.
- 2. The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
- 3. Unlawful harassment may occur without economic injury to, or discharge of the victim.
- 4. The harasser's conduct must be unwelcome.

Offensive conduct includes, but not limited to, the following:

- 1. Offensive jokes
- 2. Slurs
- 3. Epithets or name calling
- 4. Physical assaults or threats
- 5. Intimidation
- 6. Ridicule or mockery
- 7. Insults or put downs
- 8. Offensive objects or pictures

9. Interference with work performance

Prevention of harassment must begin at an early stage in the occurrences. It should begin with the affected employee indicating clearly that the conduct is unwelcome, and a request by the affected employee that such conduct cease.

Retaliation- It is also a civil rights violation for a person, or two or more persons to conspire to retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful discrimination, sexual harassment in employment, or sexual harassment in higher education, or because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding or hearing.

Reporting Harassment- There are various channels an employee may use to provide notice of a complaint of harassment, whether sexual or otherwise, either as a victim or witness to the harassment. The employee should proceed in the following manner:

- 1. The employee should address the situation directly with the individual who is creating the undesired environment or who is engaging in the offensive behavior. The employee should inform such individual that the behavior, if uninvited, is offensive, or otherwise inappropriate, and must stop immediately.
- 2. If the employee does not believe that he/she can adequately address the situation directly with individual engaging in the inappropriate behavior, the offended employee should notify his/her Supervisor as soon as possible about the offensive behavior. If the immediate Supervisor is the offender, the employee should notify the Human Resource Department. The Human Resource Department is then to notify the County Administrator, or Elected Official.

The County Administrator, or Elected Official shall designate a person of the opposite gender of the County Administrator as an alternate person to whom a complaint may be filed. Such alternate person shall work with the State's Attorney, and appropriate supervisor in properly investigating the complaint, taking appropriate action, and advising the complainant of the action taken.

Violations of this section may result in disciplinary action consistent with applicable collective bargaining agreements other applicable employment agreements or as otherwise provided by law.

In the event the above internal complaint procedures are unsatisfactory; the affected employee may contact the State of Illinois agencies listed below.

Illinois Department of Human Rights 222 South College Room, Rm 101 A Springfield, Illinois 62704 (217) 785-5100

Illinois Human Rights Commission Stratton Office Building, Rm 404 A Springfield, Illinois 62706

(217) 785-4350

Investigative and complaint process available through the Illinois Department of Human Rights and Illinois Human Rights Commission:

Within 180 days after the date that a civil rights violation allegedly has been committed, a charge in writing under oath or affirmation may be filed with the Department by an aggrieved party. The Department will conduct a full investigation of the allegations of the charge which shall then be reported to the Director. Further actions may be taken by the Department including dismissal, conciliation efforts and filing a complaint with the Commission. If the Department fails to either file a complaint or order that no complaint be filed within 300 days of the filing of the charge, the aggrieved party may file his or her own complaint. For a complete explanation of the process, an aggrieved party should contact the Illinois Department of Human Rights.

3. PERSONNEL RECORDS

3.1 CONTENTS OF EMPLOYEE RECORDS

Personnel records should contain the following information:

- a. A copy of the information received during orientation
- b. All evaluations
- c. Letters of reference, commendation, or complaint
- d. Applications
- e. Memos of oral warnings and written employee warning records
- f. Training records
- g. A record of person's seeking to examine documents in the employee's file and dates these documents were examined
- h. Resignation letters
- i. All other job-related information used to determine the employee's qualification for employment, promotion, transfer, compensation, discharge, or other disciplinary action

According to the Fair Labor Standards Act (FLSA), terminated employee personnel files must be kept for up to three years after employment.

Any information obtained relating to an individual's physical or mental condition, medical history, or medical treatment shall be collected and maintained on a separate form, in a separate medical file and will be treated as confidential medical record except that:

- a. Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations
- b. First aid and safety personnel may be informed, when appropriate, if disability might require emergency treatment
- c. Government officials investigating compliance with federal or state regulations may review an employee's confidential medical record.

3.2 RECORDS OF UNSUCCESSFUL APPLICANTS

A record of each unsuccessful applicant will be retained by the Human Resources Department and/or Department Head for a period of twelve (12) months following rejection of the applicant.

3.3 EMPLOYEE ACCESS TO RECORDS

Employees who wish to review their own personal files should contact the Elected Official/Department Head. Files will be reviewed in the Elected Official/Department Head's Office and in the presence of the Elected Official/Department Head or their designee. Employees may request copies of material contained within their own personal file. The county reserves the right to charge a reasonable fee for copying the material in accordance with the Illinois Personnel Records Review Act.

3.4 CONFIDENTAL INFORMATION

If employees work at the County, the employee may have occasion to learn things which are confidential. It is the employee's ethical obligation to consider all information about the public as privileged and shall keep such knowledge in strict confidence. Violations of this rule will result in disciplinary action up to, and including, termination of employment.

3.5 PERSONNEL DATA CHANGE

It is the responsibility of each employee to promptly notify the Human Resources Department of any changes in personnel data. Personal mailing address, telephone numbers, citizenship, martial or civil union status, number and names of dependents, and individuals to be contacted in case of emergency must be accurate and current at all times.

3.6 **EMPLOYMENT APPLICATIONS**

The County relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentation, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment.

3.7 JOB DESCRIPTIONS

Tazewell County makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes a job information section, a job summary section (giving a general overview of the job's purpose), an essential duties and responsibilities section, a supervisory responsibilities section, a qualifications section (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required) a physical demands section, and work environment section.

Tazewell County maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for

employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

The Human Resources Department prepares new job descriptions when new positions are created. Existing job descriptions are also reviewed in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. The employee should contact their Department Head and/or Human Resources Department with any questions or concerns about his/her job description.

3.8 PERFORMANCE REVIEW

Managers and employees are strongly encouraged to discuss job performance on an informal, day-to-day basis. All employees hired prior to June 1st of each year or transferred to a position prior to June 1st may receive a written and associated oral performance review at least annually. Written evaluations will provide and assessment of the employee's capabilities, work habits, and overall performance. Additional performance evaluations are periodically conducted to provide both managers and employees the opportunity to discuss job tasks, identify and correct weakness, encourage and recognize strengths, and discuss positive, purposeful approaches for performance improvement. NOTE: Contracted employees will receive performance evaluations in accordance with the terms of their contract.

The Elected Official or Appointed Department Head will complete the performance evaluation for the period August 1st through July 31st of each year. The employee is to acknowledge the review by dating and signing the form. If the employee is not satisfied with the review or does not receive his/her review, the employee should contact the Elected Official or Appointed Department Head. A copy of the completed and signed Performance Review Form should be included in the employee's personnel file.

4. STAFF REDUCTION, RESIGNATION AND TERMINATION

4.1 TEMPORARY AND PERMANT STAFF REDUCTIONS AND RECALL

When it becomes necessary to reduce staffing, either on a temporary or permanent basis, due to general economic conditions, changes in technology, or other reasons, employees may be temporarily or permanently laid off.

Criteria used by the Elected Official or Appointed Department Head as to what classifications and who is to be temporarily or permanently laid off will be based on the following seven (7) criteria:

- 1. Qualifications review education and training and continuing education records
- 2. Skills review level of ability to deliver service
- 3. Past Performance review performance evaluations
- 4. Attendance review the employee calendar and time sheets
- 5. Attitude review the personnel file and performance evaluations
- 6. Seniority review length of service adjusted date of hire
- 7. Type of Service Terminated

No one factor is solely determinative of the layoff.

Employees temporarily laid off will be laid off for an initial period of thirty (30) days. This period may be extended by the Elected Official or Appointed Department Head for up to an additional sixty (60) days. These employees will be able to maintain health insurance and life insurance benefits on a self-pay basis (pay total cost at group rate) during the period of temporary layoff. Prior to temporary layoff, those employees will be paid all accrued vacation benefits. During a temporary layoff, employees will not accrue vacation, holiday, seniority, sick leave, or retirement service credit. Employees on temporary layoff will be subject to recall by the Elected Official or Appointed Department Head. It is the employee's responsibility to keep the Elected Official or Appointed Department Head informed of any address changes. Failure to respond to notice of recall letters will result in loss of recall privileges.

Employees to be permanently laid off shall receive two weeks pay and allowed accrued vacation -. These employees will be able to maintain their health, life and dental insurance benefits on a self-

pay basis (total cost at a group rate) pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). These employees do not have recall privileges.

Partial Reduction- Whenever it becomes necessary to reduce the number of employees in a department, the Department Head shall terminate employees in accordance with guidelines adopted by the County Board

Full Reduction- Total elimination of a department would take place upon the with approval of the County Board

Re-employment- Efforts will be made to transfer employees to vacancies in another department rather than terminate the employees due to a reduction in force. Employees should complete an application if they wish to be employed in another County position.

4.2 **RESIGNATION/ TERMINATION**

Voluntary Resignation - To remain in good standing, an employee should give two weeks written notice of resignation; the employee may use accrued vacation to meet this requirement if they have sufficient time. However, no further accruals will occur during the time that vacation is used provide two weeks' notice. The Elected Official or Department Head can waive the period of notice due to extenuating circumstances. Exempt employees should give thirty (30) days written notice

Involuntary Resignation - This occurs when the employee is requested to resign. The effective date of such a resignation will be decided by the Elected Official or Appointed Department Head.

Discharge with Prejudice - This term will be used when the employee is discharged after all corrective discipline has failed and the employee was cautioned that failure to correct the problem would result in discharge.

Terminations (Other) – This term will be used when an employee is being released for failure to return from leave of absence or layoff, absence from work without notifying the Elected Official or Appointed Department Head for three (3) days, completion of temporary work, or termination with or without cause for any other just cause. These employees will not only forfeit payment from accrued leave, but may also be denied re-employment.

4.3 DISCHARGE

The intent of a Department Head to discharge an employee shall be submitted in writing to Human Resources for review. This shall be done with sufficient time for Human Resources to consider the causes or reasons given for the discharge, to review all appropriate information, and to notify the State's Attorney's office, if necessary.

Upon approval by Human Resources, the discharged employee shall be notified in writing by the Department Head as the reason for discharge and the effective date.

Discharged employees will immediately return all County property, unless different arrangements are known in advance. Discharged employees shall not be eligible for re-employment.

4.4 RE-EMPLOYMENT

An employee who resigns in good standing or was separated by layoff shall be eligible for reemployment, but must meet the qualifications as any other applicant. It is the responsibility of the laid off employee to apply for the positions for which they feel they are qualified and to indicate on the application that they were affected by a Tazewell County layoff and the effective date.

4.5 **EXIT INTERVIEW**

Some departing employees will be required to have an exit interview. One purpose of this interview is to make sure the reasons for the employee's termination are not based on any misunderstandings or conditions which could be remedied by either the County or the employee. The County is also interested in obtaining any information that can lead to the improvement of working conditions.

The employee is requested to leave a forwarding address for his/her W-2 tax form with the Payroll Department at the time of the exit interview.

4.6 FINAL PAY CHECK

Employees resigning from Tazewell County may make arrangements through the Payroll Department for forwarding final pay checks. Final pay checks will not be released prior to a normal payday.

5. <u>GRIEVANCES, COMPLAINT PROCEDURES AND DISCIPLINE</u>

5.1 **GRIEVANCES**

Definition- Any claim by an employee that there has been a violation, misinterpretation, misapplication of the terms of these policies shall be termed a grievance. Grievances may involve issues of wage, hours, or working conditions and are initiated by an employee following an administrative action with which the employee disagrees.

Types of Major Offenses-

- 1. **Insubordination-** Failure, or unreasonable delay, in carrying out specific instructions given by any Supervisor; blatant disregard of supervisory instructions; failure to cooperate with supervisory directives.
- 2. **Physical Harm/Assault** Assault on or inflicting bodily harm on another employee, Supervisor, or member of the public.
 - i. Assault is defined as an indirect or direct threatening or aggressive act or language toward another employee, Supervisor, or member of the general public.
- 3. **Theft or Pilfering** Possessing, taking, destroying, or tampering with County property without proper authorization.
- 4. **Abuse of County Property-** Willful or malicious destruction, negligence, or abuse of County property, equipment, or facilities; damage to property by failing to use proper equipment, care, and/or good judgment.
- 5. **Drug/Alcohol Use and/or possession** Using alcohol or a controlled substance, or having alcohol and/or a controlled substance in his/her possession while on County property and/or on County work time; possession, use, or sale of alcohol or a controlled substance on County property and/or County time.
- 6. **Incarceration** Failure to notify a Supervisor of an employee's incarceration for an offense, charge, or alleged crime.
- 7. **Conflicts of Interest** Beginning or maintaining an outside personal or business economic relationship which affords present or future financial benefits to the

- employee by securing advantage of goods, services, or influence due to position of the employee with the County.
- 8. **Safety Violations-** Unauthorized possession and/or use of weapons, ammunition, or explosives; neglect for the safety of others or the commission of unsafe acts in the use and care of County property or equipment.
- 9. Illegal Driving- Issued driver's license has expired, or has been denied, restricted, revoked or suspended during employment; Failure to notify Supervisor if license becomes denied, expired, restricted, suspended, or revoked, where valid driver's license is required in employee's job description during employment; Driving a County vehicle while on County business when not possessing a valid driver's license; Permitting unauthorized individuals to ride in or drive a County vehicle.
- 10. **Nepotism** Hiring or recommending the hiring of a relative in the same Department or Division over which one has some degree of authority.
- 11. **Gifts and Gratuities** Employee acceptance of loans, advances, gifts and gratuities with monetary value over \$75.
- 12. Dangerous Horseplay- Pranks resulting in physical harm or property damage.
- 13. **Misconduct** Smoking in restricted areas; Parking in an unauthorized parking area reserved for County vehicles; Any act or language which adversely affects morale, production, or maintenance of discipline; Rudeness or acts of disrespect to the public, Supervisors, or co-workers.
- 14. **Absenteeism** Habitual or excessive absence from work.
- 15. **Tardiness** Failure to be present at the beginning of the workday, start of the work shift, or when work assignments are being issued.
- 16. **Leaving Assigned Work Area** Leaving assigned work area or work site, except for emergencies or when approved by the Supervisor.
- 17. **Misuse of County Time-** Sleeping or other acts of inattention or neglect of duty.
- 18. **Personal Use of County Property**-Personal use of County equipment, materials, tools, supplies, without written permission of the using Department Supervisor.
- 19. **Personal Calls, Mail, and e-mail** Receiving a large amount of personal phone calls, personal mail, or personal e-mails while on County compensated time such

that there is a negative impact on the work operation of the employee or his/her Department.

20. **False Statements**- Making intentionally false statements, either verbally or in writing, about the County, other employees, themselves, supervision, or work situations.

Purpose- The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible to ensure efficiency and employee morale. Grievances will be processed in the following manner and within the stated time limits.

5.2 GRIEVANCE PROCEDURE

Step 1 - If an employee of Appointed Department Heads feels he/she has a complaint, the employee should present the complaint to his/her Appointed Department Head so that the problem can be quickly settled. All complaints must be raised within ten (10) days from the date event occurred, or they shall be time barred. Most complaints can be settled by the Appointed Department Head by an examination and discussion of the facts.

If an employee is dissatisfied with answers received from the informal method, he/she may seek resolution of his/her complaint through a formal method. This may be accomplished by reducing the complaint to writing and submitting it to the Appointed Department Head within four (4) working days of the event causing the complaint. The grievance shall be prepared in detail, including identification by section number of the policy alleged to have been violated, a brief statement of the conduct or act which is alleged to have violated the policy, and the remedy the grievant is seeking and dated. The Appointed Department Head shall give an answer in writing within four (4) working days from the receipt of the written complaint. If the complaint is against the Appointed Department Head, the employee may immediately proceed to Step Two

- **Step 2** If not settled satisfactorily, the employee may present the complaint, in writing, to the County Board's Human Resources Committee, four (4) working days after receiving the unsatisfactory answer outlined in Step One. The Human Resources Committee will answer the complaint, in writing, within five (5) working days after the next regularly scheduled committee meeting.
- **Step 3** If the employee is unsatisfied with the decision rendered by the Human Resources Committee, the employee may present the complaint to the County Board, by submitting the complaint, in writing, through the County Board Chairman, within five (5) working days of receipt of the Human Resources Committee's decision. The County Board Chairman will schedule the time, place, and date for the review. The decision of the County Board will be final.

An employee filing a complaint under this procedure will not be prejudiced or discriminated against. A copy of the written complaint and corresponding replies at various levels will be filed in the employee's personnel file.

Should an employee fail to follow the time limitations provided for herein, the grievance shall be resolved in favor of the Employer. Should the Employer fail to follow the time limits provided for herein, it shall automatically advance to the next Step. Employees do not earn additional pay or lose pay for their time spent in conferences or meetings with County Officials in connection with any complaint.

If the complaint concerns the administration of these Personnel Policies by the Elected Official, the Elected Official will review his or her actions or positions and make a final decision about whether the complaint is justified. The decision will be communicated to the employee and shall be final.

If the complaint is about the administration of these Personnel Policies by someone other than the Elected Official, and if the Elected Official determines that the complaint is justified, the Elected Official will assist the employee in working with other Elected Officials, Appointed Department Heads, and/or the County Board Office to rectify the complaint.

If the complaint is about the content of these Personnel Policies, and if the Elected Official determines that these Personnel Policies should be changed, the Elected Official will take the complaint and the requested change to the appropriate committee of the County Board.

5.3 DISCIPLINARY ACTION

Employees of Tazewell County are expected to conduct themselves on duty in a manner that promotes the safety and welfare of visitors and employees, encourage congenial work habits, and protect personal and County property. Misconduct may result in disciplinary action ranging from oral to written warnings to discharge.

Discipline will be conducted on an instructional basis designed to encourage an employee to improve performance and/or become more aware of the need to adhere and conform to established County policies.

Employees may be suspended without pay while incidents involving performance or violation of County policy are under investigation. Each employee, unless covered by a Collective Bargaining Agreement is an at will employee who may be terminated with or without cause, except in cases where the Employer determines that discipline is the appropriate action to be taken with the employee.

No employee shall be disciplined wholly or partially based on, or the perception of, an individual's sexual orientation; age; sex; race; color; religious belief or practice; national origin; ancestry; marital status; citizenship status; a physical or mental disability unrelated to an individual's ability to

perform the essential functions of his or her job with or without reasonable accommodation; or an unfavorable discharge from the military as defined in the Illinois Human Rights Act. The County Board shall take necessary action against a County Department, or staff member who is found not following the intent of this policy

Regardless of whether an employee is covered by contract, bargaining agreement, or statue, or is an at-will employee, the following are offered as guidance to decision makers who may apply them with fair consideration of the specifics of the particular case:

- a. **Notice**: Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
- b. **Reasonable Rule**: Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
- c. **Investigation**: Did the employer make an effort to discover, fairly and objectively, whether the employee did in fact violate a rule or order?
- d. **Equal Treatment**: Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all similarly-situated employees?

5.4 **DISCIPLINE PROCEDURE**

Verbal Warning- A verbal warning will be given as an initial communication of lack of satisfaction with work performed or of the first infraction of established County policy. The Appointed Department Head will give an oral reprimand and point out the area (s) in which an employee is having difficulties and assist in making the necessary corrections. A written record should be made of the record by the Department Head in which both the Department Head and employee will sign. The employee's initials shall document receipt of the warning. An employee's refusal to initial an oral warning shall not preclude it from having effect. The original copy will be kept in the employee's personnel file and copy will be furnished to the employee.

Written Warning- If an employee fails to correct his/her performance or commits an additional infraction of County policies, a written warning detailing the employee's name, the date, nature of the infraction, employee' statements as to the alleged violations, disciplinary action to be taken, and signature of the employee and Department Head. The original copy shall be placed in the employee's personnel file and a copy will be furnished to the employee. Written warnings will be maintained for a period of not more than one year from the date of issuance. If no additional written warnings are issued to the employee within one year, any and all records of the written warnings maintained by the Appointed Department Head will be destroyed in the presence of the employee.

Second Written Warning and/or Suspension- If, following the receipt of a verbal and written warning, an employee continues his/her poor performance or commits an additional infraction of County policies; the employee will be issued a second written warning and/or a

one to three day suspension without pay. The Department Head shall, within twenty-four (24) hours of such action, prepare a written memorandum stating the grounds for such action and submit it to the Human Resources Department and to the suspended employee.

Termination- If, following the receipt of either a second written warning/suspension, the employee continues his/her performance or commits another infraction of County policy, his/her disciplinary record will be reviewed and he/she will be terminated.

In extraordinary circumstances, such as, but not limited to, drunkenness, dishonesty, insubordination, selling of controlled substances to employees, verbal and/or physical abuse to staff, the public, employees, or supervisors, or abusive disregard for County policies, an employee may be terminated without recourse to the provisions of these policies. Likewise, employees failing to contact their direct supervisor one hour prior to the beginning of their work day is considered an unexcused absence, after three consecutive unexcused absentees from the job are subject to termination

All data concerning warnings, suspensions, and terminations will be filed in the individual's personnel file. Should an employee receive a suspension (Step 3) for repeated misconduct within two years, the next such act must result in termination. The employee may file a complaint if he/she feels that the discipline was unfair.

5.5 <u>DISCIPLINE FOR EMPLOYEE'S OF ELECTED OFFICIALS</u>

Corrective discipline for Sheriff's Deputies will be administered according to procedures outlines by the Tazewell County Merit Commission and Collective Bargaining Agreement. Corrective discipline for Probation Officers will be administered according to statute. Corrective discipline for all other employees of Elected Officials is, by law, within the discretion of the Elected Official, subject to legal constraints.

Elected Officials are urged to adopt an office policy similar to section 5.4. It is imperative that employee misconduct be thoroughly documented in the event that a discharge is contested in the courts. Elected Officials are also urged to consult with the State's Attorney's Office before discharging any employee. Any Elected official incurring liability because of failure to follow such procedures should not expect action by the County Board to accept such liability as that of the County.

6. WORKING HOURS AND COMPENSATION

6.1 **WORKING HOURS**

Official Tazewell County office hours shall be Monday through Friday, except for those departments which require twenty-four (24) hour staffing. Work schedules including weekend assignments will be arranged by the Elected Official or Appointed Department Head to provide for adequate staffing for services provided.

The work day for a majority of employees is seven and one-half (7.5) hours. Those employees shall have hours determined by the Department unless otherwise provided for by a Collective Bargaining Agreement.

6.2 **LUNCH PERIODS**

Meal periods of not less than twenty (20) minutes duration are provided to all employees working a shift of at least seven (7) hours. Department heads will schedule meal periods to accommodate operating requirements. Employees are expected to eat in the break room or other designated location rather than at their work location.

6.3 REST PERIODS

Employees who work at least 7.5 consecutive hours will be permitted at least one (1) but not more than two (2) 15 minute rest periods. Rest periods are not cumulative and may be taken only if the workload permits. The employee's Elected Official or Appointed Department Head can schedule the rest periods so there will be no break in the continuity of service provided by the department. As rest periods are paid time, they cannot be used to leave early or arrive late.

6.4 HAZARDOUS WEATHER

If a hazardous weather situation arises before the start of an employee's working hours where the employee is unable to arrive at work and the County Office Building is not declared to be closed, the employee may utilize personal, vacation, or compensatory time, or make arrangements with his/her Department Head to work additional hours to compensate for those hours missed.

On occasion, bad weather occurs during the day after you have arrived at work. Depending on your job duties, or other circumstances, and if approved by the Department Head, employees may be sent home with the option of using comp time, vacation, or personal time, if available, for remaining hours of the work day. Employees who choose to remain at work will be paid their normal rate of pay. Part-time employees who do not qualify for vacation or personal time, may take the day off with no pay.

6.5 TIME RECORDS

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the County to keep an accurate record of time worked in order to calculate employee pay and benefits. "Time worked" is all the time actually spent on the job performing assigned duties. All non-exempt employees are required to report all time worked during a particular pay period on their time sheet; failure to do so is grounds for termination. Full-time employees, regardless of exempt status, are expected to work at least 37.5 hours per week by either their presence or by using benefit hours to complete the hours. Employees are required to sign their time sheet to certify the accuracy of the records submitted. A summary sheet regarding hours worked and paid will be maintained by the Elected Official or Appointed Department Head. The summary sheet will be certified by the Elected Official or Appointed Department Head and submitted to payroll on the Monday following the end of a pay period. The summary sheet indicates the basis on which an employee is paid. Questions which arise regarding paychecks should be directed to the employee's Elected Official or Appointed Department Head. Altering, falsifying, tampering with time records, or recording time in a deceiving manner in order to receive pay inappropriately or to not report all time worked will result in termination of employment.

6.6 PAY PERIODS

The fiscal year for Tazewell County begins December 1st of each year and is divided into twenty-six (26) pay periods. A pay period is the fourteen (14) day period beginning at 12:01 AM on Sunday and ending at 12:00 PM on Saturday fourteen (14) days later.

The work week for Tazewell County is the seven (7) day period beginning on Sunday at 12:01 AM and ending on Saturday at 12:00 PM.

6.7 *PAY PLAN*

The pay period consists of fourteen (14) consecutive days beginning with the first shift on Sunday and ending with the last shift on the second Saturday. At Tazewell County, all non-exempt full-time employees are paid a monthly salary. The monthly salary is based on a forty (40) hour week even though many non-exempt employees are only scheduled thirty seven and one-half (37.5) hours per week. The following pay plan has been adopted by Tazewell County: bi-weekly pay schedule with payments on Friday of the week following the end of the pay period. Changes will be made and announced in advance whenever the County's holidays or closings interfere with the normal pay schedule. The County offers the convenience of direct deposit. The employees are encouraged to participate in this benefit.

Forty Hour Pay Plan - Non-exempt employees on the forty (40) hours pay plan will receive time and one-half when working in excess of forty (40) hours in the work week. (See Overtime (non exempt employees)).

6.8 PAY DAY

All employees are paid bi-weekly (every other week) and pay checks will be distributed on the Friday following the close of the pay period. Elected Officials, Appointed Department Heads, or their designees may pick up paychecks at 9:00 AM on pay day. Checks will be distributed by Elected Officials, Appointed Department Heads, or their designees.

6.9 <u>SALARY ADMINSTRATION</u>

The salary administration plan at Tazewell County has the objective of paying salaries that are equitable in relation to job responsibilities. The following rules are designed to achieve this objective.

Administration - The County Board established and maintains the Salary Administration Plan (SAP) program. The Elected Officials or Appointed Department Heads are the individuals most responsible for administrating the program within their respective departments. Questions regarding salary should be first referred to the Elected Official or Appointed Department Head.

Employee Pay Grade - Each job is assigned a pay grade. The pay grade has a scale which indicates minimum/maximum monthly salaries. The minimum monthly salary is the starting salary and the maximum monthly salary is the maximum paid for satisfactory performance. Advancement through these scales is based on determinations by the Elected Official, Appointed Department Head, and County Board. No full-time employee may receive additional compensation from the County, whether as a part-time or temporary employee other than by Board approved stipend.

New Employee's Initial Salary - Employees will be hired at the minimum monthly salary in the pay scale. Increases approved by the County Board will occur when pre-established performance criteria established by the Elected Official or Appointed Department Head have been met, subject to budgetary constraints. Employees will be evaluated at least annually. New employees may be hired above the minimum salary when additional experience qualifies them for credit, with the approval of the County Administrator or Elected Official. In these cases, no employee will be offered a starting wage above five (5) percent above the minimum salary without County Board approval.

Promotion, Transfer, and Demotion - An evaluation will be conducted and the review date will be no later than one year from the date of the promotion, transfer, or demotion. Salary will be adjusted as follows:

- a. Employees promoted to a higher pay grade will be placed at the beginning of the new pay grade or at a salary which would result in at least a 5 percent pay increase.
- b. Employees transferred to a new position in the same pay grade will receive the same rate of pay as in the former position.
- c. Employees demoted to a lower pay grade within a twelve months after accepting a position the employee will return to their previous salary, provided such pay is within the pay scale for the new position. If the employee is demoted after accepting a position that they have occupied for twelve months or more, the employee will receive at minimum a reduction in salary of 5 percent for a one grade demotion and 10 percent for a two grade demotion or the maximum pay within the pay scale for the new position, whichever is the greater reduction in pay.
- d. In the event the employer establishes a new job position, the employer, through the position classification committee, shall assign a classification and pay grade thereto.

6.10 OVERTIME

Full-time Tazewell County employees who are not exempt from the provisions of the Fair Labor Standards Act will be paid overtime (one and one-half times the hourly rate); for time actually worked in excess of forty (40) hours per week unless the Elected Official or Appointed Department Head elects to use compensatory time off pursuant to section 6.11.

Only overtime pre-authorized by the Elected Official or Appointed Department Head will be paid at the one and one-half rate. Overtime as indicated and authorized will be rounded to the nearest quarter hour.

Time recorded for vacation, sick time, military reserve duty, education, compensatory time off, or any other non-worked hours will not be considered overtime nor considered in computing hours worked. Holiday and jury duty hours are considered to be eligible towards calculating overtime.

Note: Overtime hours are not used in the accrual of vacation or other benefits, other than establishing premium pay.

6.11 <u>COMPENSATORY TIME OFF</u>

Compensatory time for employees covered under collective bargaining agreements is governed by and described within the applicable agreements. However, the County provides compensatory time to non-exempt, non union employees. Full-time Tazewell County employees who are non-exempt from the Fair Labor Standards Act may be given, at the discretion of the Elected Official or

Appointed Department Head, compensatory time off for each hour worked in a week in excess of thirty-five (35) hours but less than forty (40) hours.

Full-time non-exempt employees who work more than forty (40) hours in one week may be given compensatory time off at one and one-half hours off for each overtime hour worked. The maximum number of overtime hours an employee may accumulate is forty (40). Accumulated compensatory time will be paid at termination of employment. At the end of each pay period, the number of hours worked beyond the normal scheduled hours will be converted to compensatory time/overtime hours.

This compensatory time off will be in lieu of overtime pay as described in section 6.10, and the decision to give compensatory time off in lieu of overtime pay will be the sole decision of the Elected Official or Appointed Department Head, subject to the budgetary control of the County Board. Hours worked beyond an employee's normal work week must be pre-authorized by the Elected Official or Appointed Department Head to qualify for compensatory time off. Requests for use of compensatory time shall not be unreasonably denied.

6.12 EMERGENCY CALL BACK FOR HIGHWAY DEPARTMENT EMPLOYEES

Highway Department employees, as a condition of employment, are subject to emergency call back to work due to "acts of God" caused by changes in the weather.

6.13 TRAVEL REIMBURSTMENT

Travel by employees can become an excessive financial burden on County resources unless conducted in a cost-effective manner. The following guidelines are designed to assure adequate flexibility while assuring cost-effectiveness, sound financial documentation, and responsible accounting procedures. It is the policy of the County Board to reimburse employees for reasonable expenses incurred in the performance of County business. Travel per diems will be prepared in accordance with the current Federal Government Standard rates for travel.

- 1. **Authorized Travel** The County will pay travel costs for individuals required by the County through its Elected Official or Appointed Department Head to travel on specific County business.
- 2. **Voucher Required** Travel costs will be reimbursed only after a completed County travel voucher (furnished by the County Auditor to County Departments) is signed by the traveler, approved by the Elected Official or Appointed Department Head, and returned to the County Auditor for processing. Travel reimbursement will be paid as part of the scheduled accounting program each month.
- 3. Travel costs shall be reimbursed at the rate applicable to the least expensive mode of transportation that is reasonably available, considering travel time, cost, and work requirements.

Allowable costs are:

- a. Automobile mileage reimbursement. Employees who are required to travel and use their personal automobiles will be compensated for travel at the maximum rate allowed by the Federal Revenue Code. Automobile mileage will be paid only for actual miles driven and only after the employee submits a voucher stating the date(s) of travel, origin of travel, destination of travel, purpose of travel, number of miles per trip, total number of miles, and total dollar amount reimbursement requested. Automobile mileage reimbursement at the current federal rate fully compensates employers for the use of their personal vehicle as intended by the Federal Rates, which includes gasoline, maintenance, repairs, and insurance.
- b. Public transportation at the least expensive rate. All personnel shall make every effort to make public transportation plans well in advance in order to obtain the lowest rate.
- c. Automobile rental or taxi costs at the destination when public transportation is not available or not sufficient to meet the needs of the individual.
- d. Miscellaneous expense Those out-of-pocket costs necessary for normal existence required by travel for the County. Examples are a charge for a local business telephone call and reasonable parking expenses.
- e. Lodging, at lowest economic costs, when the employee is required to remain away from home overnight. In determining lowest economic costs, consideration shall be made to commuter cost, safety and proximity to the place of County business. It is the responsibility of each employee to ask for the lowest available rate, including government and state rates when available.
 - f. Exclude meal per diem for meals included in the registration.
- 4. Time spent traveling while on official county business is considered time worked and is counted towards overtime for non-exempt county employees.

6.14 JURY DUTY

Employees who serve on a Petit Jury or Grand Jury will be compensated at their regular salary for the days they serve.

Employees who serve on a Federal Jury will be compensated at their regular salary for the period of time that they serve on a Federal Jury.

Upon completion of jury duty assignment, an employee must surrender to the Payroll Department his/her jury duty compensation in order to be paid under this policy. Employees should request the Court to pay them in separate checks for per diem and mileage. The employee may retain that portion paid to them by the Court for travel and mileage and that earned for jury duty service on days they were not scheduled to work.

6.15 LITIGATION/EMPLOYEE COMPENSATION

Tazewell County may, on occasion, become involved in litigation on behalf of the County which requires employees to give deposition or testify in Court. Employees contacted either by attorneys or served subpoenas in furtherance of County litigation should contact their Elected Official or Appointed Department Head. Employees, as directed by their Elected Official or Appointed Department Head, shall be granted time off to give deposition or testify. The employee will be compensated for all scheduled time lost.

Employees involved in litigation, not involving the county or a County official as a party, needing time off to give depositions or testimony, may be granted time off by making a request per departmental procedures. These employees will not be compensated for time lost, but may use personal leave time.

6.16 WAGE GARNISHMENT

The County is obligated by law to honor writs of garnishment. All writs of garnishment will be submitted to the Payroll Department for action. Employees are encouraged to arrange his/her financial affairs to avoid garnishment proceedings.

7. GENERAL RULES AND PROCEDURES

7.1 ATTENDANCE

All County employees are expected to report to work on time as they are scheduled. This policy applies to all County employees and prohibits excessive tardiness. The County assumes a commitment to regular attendance. If an employee is unable to be on duty as scheduled, the employee shall notify the Elected Official or Appointed Department Head, or immediate supervisor at least one hour in advance of scheduled starting time. If the Elected Official or Appointed Department Head cannot be reached at least one hour in advance of scheduled starting time, the employee should contact his/her Elected Official, Appointed Department Head, or immediate supervisor within fifteen (15) minutes of the scheduled starting time.

Unless the employee's Elected Official or Appointed Department Head is notified according to the above regulations, the Elected Official or Appointed Department Head must consider the employee's absence to be unauthorized. Departments are advised to develop and communicate to employee's departmental guidelines that indicate both the needs of the Department and the importance of timely and regular attendance. Employees who fail to report for duty without contacting their Supervisor one hour in advance of their work day commencing for two (2) consecutive workdays shall be disciplined, up to and including termination. Employees who fail to report for duty without contacting their Supervisor one hour in advance of their workday commencing for three (3) consecutive workdays shall be considered resigned.

Employees must not leave their assigned duties until their scheduled employment day is completed without approval of his/her Elected Official or Appointed Department Head, unless reasonable excuse is offered and accepted by the Elected Official or Appointed Department Head, is considered to have abandoned his/her job.

7.2 <u>EMPLOYEE MEETINGS & TRAINING</u>

All employees, as a condition of employment, must attend scheduled orientation and training sessions as assigned. Periodic employee meetings scheduled by management provide an opportunity to inform employees of the County policies, provide training, and to disseminate information. It also provides the employee an opportunity to express his or her views and make contributions for improvements.

All meetings and seminars will be classified as either optional or mandatory. Mandatory meetings are considered to be important to the employees as well as to the County, and are considered as hours worked for pay and overtime purposes. Failure to attend mandatory meetings will result in disciplinary actions similar to other violations of County policies. Optional meetings are highly encouraged, but no disciplinary action will be taken as a result of not attending.

7.3 <u>EMPLOYEE CLASSIFICATION CHANGE</u>

Employees may request a change of classification from full-time to part-time or part-time to full-time, in writing, to their Elected Official or Appointed Department Head, who will recommend approval or denial of the request on the basis of staffing needs, budgetary considerations, length of service, and qualifications. Any recommend change will be forwarded to the County Board for final consideration. Appropriate benefit changes, whether increase or decrease, will take place on the date the employee's status is changed.

Position Reclassification The Department Head, after presenting the justification for position reclassification to the - Human Resource Department will receive a Position Description Questionnaire. The questionnaire should be completed by the employee working in the position to be reclassified. -Completed questionnaires for all positions to be reclassified are submitted to the Position Evaluation Committee for evaluation and grade assignment. If the evaluation and grade assignment results in a change in grade the request for reclassification is presented to the County Administrator who will provide the information to Payroll. A reclassification prohibits salary increases, unless the employee's current salary is below the minimum salary of the new classification's pay grade.

Unless otherwise specified, a reclassification shall take effect on the first day of the fiscal year immediately following approval by the board.

Promotions - Employee shall have the opportunity for promotional advancement within other County departments as well as in their perspective departments. Employees who are promoted into a classification assigned to a higher pay grade shall receive a pay adjustment of one step of 2.5% or the minimum pay level of pay for that grade, whichever is more.

Demotions (Voluntary/Involuntary) - Demotions due to poor performance are considered involuntary. An employee who is not performing to the standards of their position may be demoted by their immediate Supervisor with approval of the County Administrator to a classification assigned to a lower pay grade. In most cases, demoted employees will not be paid more than the maximum rate of pay established for the pay grade of the new classification, and in many cases the rate of pay may be significantly less than the maximum rate of pay for the new pay grade.

Employees who apply for a vacant position in a lower pay grade may be placed in the new classification as long as they meet the requirements of the position. This is considered a voluntary demotion and employees shall receive a reduction in pay as per their policies. In most cases, demoted employees will not be paid more than the maximum rate of pay established for the pay grade of the new classification.

Lateral Transfer- Employees will not receive a pay adjustment when a lateral transfer has taken place.

7.4 BULLETIN BOARDS

Official employee bulletin boards are located in each department. Employees should check the board regularly for pertinent information regarding County activities, opportunities for advancement, and other announcements. No notice is to be posted on the County bulletin boards without express approval of the Elected Official or Appointed Department Head. Bulletin Boards are not to be used for purposes other than official county business.

7.5 *SAFETY*

Accident prevention in the County is an important concern. To reduce the possibility of accidents, the County tries to provide safe working conditions and equipment for all employees, and to promote safe practices and procedures at all times.

The employee can help by being alert to unsafe conditions, equipment, or methods of operation, and by reporting those hazards so they may be eliminated.

Employees shall perform their jobs in a safe and sensible way and to avoid running and rapid movement of equipment through the corridors. Employees who violate safety regulations are subject to corrective discipline procedures, including possible discharge.

If an accident does occur and involves an employee or visitor, it must be reported immediately to the Elected Official or Appointed Department Head, as well as Department of Human Resources. This is important so that others may be safeguarded and so that proper care is obtained for the injury. However minor the injury may seem, reporting it may result in precautions being taken which would prevent a more serious injury in the future. Employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with the County's Risk Management Policy Committee or to their Department Head. Reports of workplace safety may be made anonymously if the employee wishes. All reports can be made without fear of retaliation.

7.6 <u>EMPLOYEE CONDUCT</u>

To ensure orderly operations and to provide the best possible work environment, employees are expected to follow certain rules of conduct that will help protect the interests and safety of all employees and the County. While it is impossible to list every rule of conduct, the following are some examples. Violations of County work rules include, but are not limited to:

- Negligence or improper conduct leading to damage of property
- Theft or inappropriate removal or possession of property

- Falsification of records or statements, or deliberately using any type of misleading, inaccurate, or falsified records or statements (including employment application)
- Working under the influence of alcohol or illegal drugs
- Boisterous or disruptive activity
- Distribution, sale, transfer, or use of alcohol, illegal drugs in the workplace, while on duty, or while operating County-owned vehicles
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Insubordination (including disobeying supervisor's instructions and disrespectful conduct)
- Inappropriate attire
- Violation of safety or health rules
- Smoking in prohibited areas
- Felony conviction
- Sexual and any other unlawful or unwelcome harassment
- Profanity
- Excessive tardiness, absenteeism, or absence without notice
- Inappropriate use of telephones, mail systems, electronic communications, computers, or any equipment
- Violence or threat of violence, bullying, intimidation, or any disorderly conduct
- Gambling
- Unsatisfactory performance or conduct
- Failure to obtain approval for overtime
- Improper use of Leave Time or other benefits
- Unauthorized disclosure of confidential information
- Failure to follow any other County rule or policy

Employees who engage in unacceptable or inappropriate behavior are subject to discipline, up to and including termination of employment. Discipline can include verbal warning, written warning, and suspension with or without pay, and termination of employment. The county retains the right to use progressive discipline or not, as it deems appropriate in each instance

7.7 <u>OUTSIDE EMPLOYMENT</u>

Employees may hold outside jobs as long as they meet the performance standards of their job with the County. Employees must notify their immediate supervisor and the Department Head in writing of any outside employment. All employees are subject to the County scheduling requirements, regardless of any existing outside work requirements. County work schedules will not be adjusted to accommodate non-County work schedules.

If an employee's outside work interferes with his or her performance or ability to meet the requirements of their job as it is modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the County.

7.8 <u>CONFLICTS OF INTEREST</u>

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Tazewell County wishes the business to operate. The purpose of these guidelines are to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Employees should contact the Human Resources Department and/or Department Head for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain from the employee or for a relative as a result of Tazewell County business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of relationship with outside firms. However, if employees have any influence on transactions involving purchases, contacts, or leases, it is imperative that they disclose to a Department Head as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Tazewell County does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Tazewell County. Such actions may be grounds for immediate termination. When an employee receives some form of a gratuity, the employee must notify his or her Department Head.

7.9 <u>USE OF COUNTY PROPERTY AND EQUIPMENT</u>

County property should be treated with due care. Economical and careful use of County equipment and supplies will prevent unnecessary operating costs and result in savings, which will ultimately benefit the public. Occasionally, County property will be used by an employee to accomplish County work at home. This requires the approval of the Elected Official or Appointed Department Head in advance. Use of County property or services for personal benefit is prohibited. Employees must immediately notify their supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need or repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment, and possible injury to employees or others.

Employees must return all County property immediately upon request or termination of employment. The improper, careless, negligent, destructive, or unsafe use or operation of County equipment can result in disciplinary action, up to and including termination of employment.

7.10 COUNTY VEHICLES

Any employee who drives a County vehicle is expected to treat it with care. Any employee who abuses a County vehicle through lack of care or unsafe or distracted driving will be subjected to disciplinary action up to and including termination. In the event of an accident involving a County vehicle or while on County business, the employee must report all information immediately to their supervisor.

Employees should safely pull off the road and come to a complete stop before dialing, texting, or using any electronic equipment. Distracted driving is considered a serious offense and employees must be aware of their surroundings and their concentration level at all times.

County vehicles are intended to be driven by the assigned employee or agent only of the County. Operations of County vehicles and anyone driving on County business must comply with all applicable motor vehicle laws and regulations, including laws governing cell phone use and use of electronic communications and equipment, and drivers must possess a valid driver's license. There shall be no unauthorized drivers or passengers in County vehicles.

All drivers and passengers in County vehicles are required to wear safety belts. County vehicles may not be driven for private use unless specific arrangements have been made in advance. Illegal drugs or chemicals are not allowed in a County vehicle at any time and no driver who has been drinking alcohol or is under the influence of alcohol, drugs, or chemicals is allowed to drive a County vehicle.

The improper, careless, negligent, or unsafe operation of County vehicles, as well as excessive or avoidable traffic and parking violations, loss of license and any other violation of this policy can result in disciplinary action, up to and including termination of employment.

Employees shall immediately report, in writing, all damage to the County vehicles and equipment, and file such reports which contain all known facts surrounding the cause and nature of the damage. Employees should be aware that County vehicles may have GPS tracking devices and cameras recording driver and passenger activity.

7.11 <u>TELEPHONE</u>

Good telephone habits will give the callers the feeling that we are interested in showing them that we are friendly, helpful, and considerate. Employees should observe the following:

- 1. Answer the telephone promptly,
- 2. Give department and name, and
- 3. Give accurate and careful answers.

Toll calls for personal matters are prohibited.

7.12 WORKSTATIONS

Employees using workstations shall consider the sensitivity of the information that may be accessed and minimize the possibility of unauthorized access. Tazewell County will implement physical and technical safeguards for all workstations to restrict access to authorize users. Appropriate measures include:

- 1. Restricting physical access to workstations to only authorized personnel.
- 2. Securing workstations (screen lock or logout) prior to leaving the area to prevent unauthorized access.
- 3. Never installing unauthorized software on workstations. Software should only be installed by Information Technology unless otherwise authorized.
- 4. In general, information should not be stored locally on workstations. All sensitive or confidential information must be store on network servers unless otherwise authorized.
- 5. If workstations will be used to access sensitive or confidential information, ensure that monitors are positioned away from public view. In necessary, install privacy screen filers or other physical barriers to public viewing.
- 6. The workstation is County property provided for County use, and therefore the employee has no expectation of privacy other than provided by state or federal law.

7.13 SOLICITATION

In order to prevent disruptions in the operation of the County, the following rules will apply to solicitation and distribution of literature on County property. Violations may result in disciplinary action leading to termination of employment.

Outsiders: Persons not employed by the County may not solicit or distribute literature on County property for any purpose at any time, except for bona fide County-related purposes. This prohibition includes survey or questionnaire activity or any form of solicitation or distribution.

Employees of Tazewell County: Employees may not solicit for any purpose during working time. During non-working time such as lunch and break periods, reasonable forms of solicitation and contact between employees is permitted in recognized non-working areas such as an employee break area. Employees may not solicit, distribute or post literature for any purpose during working time, nor the work time of the employee who is being solicited or receiving materials.

7.14 *GIFT BAN*

The County recognizes that employees may encounter on occasion situations in which gifts or gratuities are offered in connection with their employment from organizations, business concerns, or individuals outside County government. Employees are prohibited from accepting such gifts or gratuities. Should such an occasion arise, the employee shall immediately contact their Elected Official or Appointed Department Head.

The following are items that should never be accepted:

- 1. Real property, or the use of said property;
- 2. Tangible or intangible property, or the use of said property;
- 3. Forgiveness of a debt;
- 4. Membership dues;
- 5. Food or refreshments exceeding \$75
- 6. Money shall not be accepted by any County employee.

A gift does not include:

- 1. An honorarium;
- 2. An award, plaque, certification, or other similar personalized gift given in recognition of the recipient's public, civic, charitable, or professional service;
- 3. Meals costing under \$75;
- 4. Admissions or similar items provided in relation to approved government business, including but not limited to, education, training, and product familiarization.
- 5. Any promotional item or items received while working with a total value less than \$75.
- 6. Travel expenses for a meeting to discuss business
- 7. Opportunities, benefits, and services that are available on the same conditions for the general public.

7.15 *<u>GROOMING</u>*

Clothing should always be neat and clean. Employees should dress in good taste and according to the requirements of his/her individual position. Employee's appearance reflects County standards. Employees are restricted to the individual guidelines and expectations of their Elected Official or

Department Head in the area of appearance —However, in all cases any clothing or tattoos that express in either pictures or words any of the following are prohibited:

- 1. Content of a sexual nature;
- 2. Sexually, racially, religiously, or ethnically offensive sentiments;
- 3. Sentiments advocating violence or subversion;
- 4. Gang affiliations, or otherwise tending to incite violence or disruption in the workplace;
- 5. Other content, which if expressed by other means would violate Tazewell County policies

7.16 PROHIBITED POLITICAL ACTIVITY

Tazewell County employees are encouraged to support their individual political beliefs so long as these opinions are not represented as the official viewpoint of the County.

The County requires that:

- 1. Employees may not use their positions with the County to promote any specific political action, candidate, or belief.
- 2. Employees shall not take part in political management or political campaigns during duty or when functioning in an official capacity for the County.
- 3. Employees or officials shall not solicit- orally or by letter- or be in any other manner concerned in obtaining assessments, contributions, or services for any political party from any employee or the public during work hours or when functioning in an official capacity for the County
- 4. No campaign material shall be displayed on counters or desks at any time
- 5. Employees may not use official County or Department letterhead for personal or political correspondence.
- 6. Supervisory or managerial employees shall not attempt, through any means, to coerce other employees into working for or accepting their political beliefs or candidates.
- 7. County or Department funds and/or time may not be used for any political purpose.
- 8. The above shall not restrict the right of employees to hold membership in and support a political party, to vote as they so choose, to express their opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings after work

hours. This also does not restrict employees to campaign activity during non-work hours in all areas of political activity.

9. No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation of any benefit in consideration for his or her participation in any prohibited political activity.

7.17 WORKPLACE VIOLENCE POLICY

Tazewell County values its employees and citizens and the County Board affirms its commitment to providing workplaces and facilities that minimize the potential for violence. It is the intent of this policy to ensue that everyone associated with Tazewell County, including employees and the public, never feel threatened by any form of violence. Tazewell County has a zero tolerance policy for violence, whether by or toward employees.

"Violence" shall include physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It shall also include acts, threats, intentions of harm, destruction towards self, others or property, and may be psychological as well as physical, and the perception thereof.

Disciplinary Action- If it has been determined that an employee is engaging in any form of violence in the workplace or threatening violence in the workplace, the employee shall be terminated immediately. No talk of or joking about violence will be tolerated. Employees should look for multiple warning signs, repeated behavior, or escalation. If an employee is unsure whether the behavior should be viewed as an indicator of violence, he/she should speak with his/her Supervisor or Human Resources. In cases of acts or threats of violence by employees, the County endorses immediate and definitive use of disciplinary process outlined in this document, resulting in termination of said employees. Criminal prosecution will be pursed as appropriate, as well.

The Human Resources Department has overall responsibility for maintaining this policy, administering workplace violence prevention measures, and coordinating post-incident activities. The Human Resources Department will also identify resources that departments may use in developing their training plans and workplace violence measures.

Reporting Workplace Violence- After taking immediate steps necessary to preserve life and safety, employees are responsible for following these procedures:

- 1. All employees- Dial 911.
- 2. Advise the 911 Operator of any medical emergencies at the time of the call.

3. The employee who contacts emergency personnel is responsible to also notify their Supervisor of the situation. The Supervisor is responsible for immediately notifying the Department Head and Human Resources.

Documentation- In all situations involving workplace violence, or potential workplace violence, all employees with knowledge of the incident must provide a written statement to their Supervisor. Copies of the reports must be provided to Human Resources. If the occurrence involves co-workers, the Supervisor and Department Head will determine the appropriate disciplinary action in accordance with the County Personnel Policies and Procedures.

If elected Department Heads or departments under the authority of separate governing boards choose to adopt a different policy, there are expected to provide a copy of it the Human Resources Department.

Managers and supervisors shall make safety one of their highest concerns. When made aware of a real or perceived threat of violence, management shall conduct a thorough investigation, provide support for employees, and take specific actions to help prevent all acts of violence. Management is also responsible for documenting and reporting such incidences to the respective Department Heads.

7.18 *SENORITY*

Seniority is the length of continuous full-time service from date of hire.

Seniority should be a determining factor in vacation priority providing it is scheduled prior to department deadlines.

Seniority should be considered, along with other factors, in the event of layoffs, shift changes, and all other personnel actions, when all other things are equal.

Seniority shall be cancelled and the employee's length of service broken if:

- a. The employee resigns,
- b. The employee is discharged,
- c. The employee is absent three days without notice to the Elected Official or Appointed Department Head, or
- d. The employee fails to return from a leave of absence (without just cause) on the prescribed date
- e. Injury off-the-job and inability to return to work within six (6) months unless otherwise provided for by law,
- f. Injury on-the-job and inability to return to work within twelve (12) months unless otherwise provided for by law.

7.19 **SUGGESTIONS**

Employees who have suggestions for the improvement of County services, improvement of safety, training, or other related plans or programs are encouraged to submit new and original ideas to the Human Resources Department. Such changes shall become effective upon adoption by the Tazewell County Board. New policies adopted shall supersede old policies and shall have the force and effect of law as they apply to the positions covered hereunder.

8. EMPLOYEE BENEFITS

8.1 HOLIDAYS

The County pays full-time employees and permanent part time employees who work at least 24 hours per week for eleven holidays each year. The annual holiday schedule for Tazewell County will be as follows:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

January 1st
Third Monday in February
Friday before Easter Sunday
Last Monday in May
July 4th
First Monday in September
November 11th
Fourth Thursday of November
Fourth Friday of November
December 24th
December 25th

When a holiday falls on a Saturday, the previous Friday shall be given as a holiday, except Christmas Day in which case it will be the following Monday. When a holiday falls on a Sunday, the following Monday shall be given as a holiday, except Christmas Eve Day, in which case it will be preceding Friday.

The employees will be paid for holidays only if they work the entire day before and the entire day after a holiday, unless they have an excused absence. Temporary and part-time employees do not receive holiday pay. A holiday falling during an employee's regularly scheduled vacation period shall be counted as a holiday and not as a vacation day. - Holiday pay will be forfeited if an employee calls in sick without 24 hour notice or approval of their immediate supervisor before or after a recognized holiday unless otherwise required by law.

Exempt employees receive the same salary they would have received for the week had the holiday not occurred. All non-exempt employees who must work on a designated holiday, or on the day the holiday is recognized, will receive time and half their normal rate of pay for any holiday hours worked, in addition to their Holiday pay-. All non-exempt employees required to take off on the day a holiday is recognized, and for which they would otherwise normally be scheduled to work, will receive regular pay (base pay) for holiday.

8.2 VACATIONS

All full time employees are eligible to -take paid vacation six months after their date of hire. Vacation shall be accrued and earned according to the following schedule:

- 1. Ten (10) working days after completion of one year of service. Vacation is accrued at the rate of 2.885 hours per pay period for employees working a 37.5 hour week and 3.09 hours per pay period for employees working a 40-hour week
- 2. Fifteen (15) working days after five (5) years of service. Beginning the first day of the fifth year of the fifth year of service, vacation is accrued at the rate of 4.327 hours per pay period of employees working a 37.5 hours week and 4.620 hours per pay period for employees working a 40 hour week.
- 3. Twenty (20) working days after ten (10) years of service. Beginning the first day of their tenth year of service, vacation is accrued at the rate of 5.769 hours per pay period for employees working a 37.5 hour week and 6.154 hours per pay period for employees working a 40 hour week.
- 4. Twenty-five (25) working days after eighteen (18) years of service. Beginning the first day of their eighteenth year of service, vacation is accrued at the rate of 7.212 hours per pay period for employees working a 37.5 hours week and 7.692 hours per pay period for employees working a forty hour week.

Vacation accruals apply only to regular hours worked and not to overtime hours.

Vacations may be scheduled (after eligibility requirements are met) with the approval of the Elected Official or Appointed Department Head. It is also essential that vacations be scheduled as far in advance as possible so that the normal work routine will not be disrupted.

The maximum amount of vacation an employee may - carry over from one fiscal year to the next is equal to the employee's annual vacation accrual plus two weeks. Employees who have unused accrued vacation hours in excess of the maximum carry over amount, may cash in up to one week of accrued vacation in excess of the maximum, subject to budget appropriations. Unused vacation above these limits will be lost without compensation. The County Administrator or Elected Official may approve in writing and after notifying payroll an employee's request to carry over up to four weeks of unused vacation above these limits once during their employment with Tazewell County.

If an employee resigns, a lump sum payment, not to exceed the employee's annual accrual rate for accrued unused vacation will be included in the final paycheck.

8.3 SICK DAYS

Beginning upon full-time employment sick leave will be accumulated to 12 days per year. Accruals will be credited on the 1st and 2nd pay period of each month in an amount of 3.75 hrs for 37.5 hour employees and 4.00 hrs for 40.00 hour employees. Sick days may be accumulated to a maximum of two hundred and forty (240) days. Part-time and temporary employees are not eligible for sick days. Employees covered under collective bargaining agreements should refer to the respective contract or written agreement language.

Sick leave is defined as the absence of an employee due to illness, disability, or injury of the employee; or illness, disability, or injury of an employee's spouse, mother, father, children, domestic partner, or sibling if the sibling resides in the employee's household. Sick days are provided only in order to furnish employees with help to weather the hardships of prolonged illnesses for themselves or an immediate family member as defined below. Sick days may not be transferred from one employee to another. Accrued sick days will be paid starting with the first day of illness.

Employees going on leaves of absence for medical purposes must use all accrued sick days and other paid time accumulated benefits prior to commencement of the leave, unless otherwise provided for by law.

Accrued sick day benefits may be used by an employee to cover the three (3) day waiting period of a workers' compensation injury. If the recovery from the injury exceeds the three (3) days and the injury is to be covered by workers' compensation, employees who have received sick pay from the County for those three (3) days and are receiving worker's compensations shall reimburse the County the sick pay paid and the employee's sick pay accrual will be reinstated. In no case will sick leave be paid for lost time covered by workers' compensation.

Payment for sick days will not be made unless authorized by the Elected Official or Appointed Department Head. Elected Officials or Appointed Department Heads will monitor utilization of sick days on a pay period by pay period basis. Employees who abuse the use of sick days are subject to corrective discipline.

Department heads may require a physician's certification of the need to take sick leave. Employees who are absent for three or more consecutive days must provide a physician's certificate to return to work. FMLA must be applied for any illness/injury that is expected to last more than three (3) days and requires that all sick leaves be consumed before the employee is allowed to take unpaid leave. Failure to provide such certification may be the basis for denial of sick leave and the equivalent reduction in pay for the time absent from work when applicable. If any employee resigns or is terminated, no lump sum payment of accrued sick pay benefits will be due or paid.

Abuse of the sick leave policy in any manner including but not limited to: failure to take sick leave when needed, taking sick leave for purposes other than its intended to use, and/or falsifying illness or injury shall be the basis for disciplinary action up to and including termination.

Upon retirement, an employee may apply all accrued sick leave toward retirement in accordance with the Illinois Municipal Retirement Fund, 40 ILCS 5/7-101 *et seq.* The maximum amount to accrue beyond sixty (60) days is stated in each labor agreement. Excluded (non-bargaining unit) employees may accrue an additional 240 days for retirement purposes under 40 ILCS 5/7-139(a)(8).

8.4 FAMILY AND MEDICAL LEAVE ACT (FMLA)

It is the intent and purpose of this policy that all County employees are eligible for all benefits provided by the Family and Medical Leave Act of 1993, hereinafter referred to as the "Act." Employees who are absent from work for more than three (3) days or expect to be absent from work for more than three (3) days due to circumstances covered by the Act are required to initiate the application process for Act approval. Employees will be required to use all accrued paid leave, before they are allowed use unpaid leave under this provision of the policy.

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1.) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- 2.) The employee must work in a worksite where 50 or more employees are employed by the employer within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.
- 3.) The employee must apply within three days of being off work or qualifying event.

Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.

- 3) To care for a spouse, child or parent with a serious health condition.
- 4) The serious health condition of the employee.
- 5) Qualifying exigency
- 6) Military caregiver

Amount of Leave and Calculation

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (6) above under this policy during any 12-month period. The employer will measure the 12-month period as a 12-month period measured from the date any employee's first FMLA leave begins under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the employer will measure the 12-month period as a 12-month period measured from the date any employee's first FMLA leave begins under this policy. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the County and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the County and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave

While an employee is on leave, the employer will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

During unpaid leave time, unless otherwise provided for by law, an employee does not accrue credit for benefits or seniority.

Under current employer policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payroll department will mail out an invoice for the premium allowing 10 days to pay the premium. If the payment is more than 30 days late, the employee's health care coverage

may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

Use of Paid and Unpaid Leave

All employees must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Paid vacation, personal or sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill Service member over a 12-month period).

The employer may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the employer and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the employer before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

Procedure for Requesting FMLA Leave

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the County's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR Department or Department Head.

Within five business days after the employee has provided this notice, the HR Department or Department Head will complete and provide the employee with the DOL Notice of Eligibility and Rights (http://www.dol.gov/esa/whd/fmla/finalrule/WH381.pdf).

The County will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition (http://www.dol.gov/esa/whd/forms/WH-380-E.pdf).

In compliance with HIPAA Medical Privacy Rules, the County will obtain the employee's permission for clarification of individually identifiable health information. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition (http://www.dol.gov/esa/whd/forms/WH-380-F.pdf).

The employer will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave (http://www.dol.gov/esa/whd/forms/WH-384.pdf).

The employer will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member (http://www.dol.gov/esa/whd/forms/WH-385.pdf).

Within five business days after the employee has submitted the appropriate certification form, the HR Department or Department Head will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice (http://www.dol.gov/esa/whd/forms/WH-382.pdf).

Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employees on FMLA leave; the County may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Department Responsibility-

1. When an employee notifies his/her Supervisor of a need to take time off, the Supervisor shall obtain enough basic information (medical details are not necessary)

as to ascertain if the need is for an FMLA-qualifying event. If so, the Supervisor shall notify Human Resources immediately.

- 2. The Supervisor shall have the employee complete a Supplemental FMLA Employee Leave Request and submit it to Human Resources to document when the FMLA started and shall do the same when the FMLA time has ended.
- 3. The supervisor shall document the FMLA usage on Department time sheets and contact the Human Resource Department on how many unpaid FMLA hours were used so that the Human Resource Department can keep track of FMLA usage..

Human Resources Responsibility-

- 1. Human Resources shall have employee fill out the FMLA Rights and Responsibilities along with the section 1 of the Medical Certification Form which is to be completed by the employee and the employee's physician. Failure by the employee to provide the Medical Certification within 15 days may delay commencement of the leave or may result in denial of the request.
- 2. Track FMLA usage.
- 3. Supply copies of all completed FMLA forms to the Department head for documentation

8.5 PERSONAL DAYS

Tazewell County provides all full-time employees with three (3) personal days each fiscal year. Personal days are not cumulative, may not be carried over from one fiscal year to another, and must be approved in advance by the Elected Official of Appointed Department Head. Personal days may be taken in half-day increments if approved by the Department Head.

8.6 <u>WORKERS COMPENSATION</u>

Workers' Compensation is provided by the County to employees for medical expense and loss of income due to work-related accidents or injuries.

All injuries or accidents to employees must be reported within twenty-four (24) hours through your elected Official or Appointed Department Head. The Department Heads are to be informed about how the injury happened, the nature of the injury, time of the incident, and if and where the employee is going for treatment. Department Heads are to make sure the proper paperwork is completed, this includes medical authorization form, report of injured employee, and bodily/property damage incident report. All paperwork must be signed by the employee's supervisor and submitted to the Human Resource Department in a timely manner.

Immediately after employee incidents occur, they are to be examined at Illinois Work Injury Resource Center (IWIRC) for an initial examination, unless immediate attention is required, in that case the closest emergency room. For information on IWIRC locations and additional information employees are to contact their Department Head, or the Human Resource Department.

All questions regarding workers' compensation will be answered by the Human Resources Department. No employee may accrue any paid time off while on Worker's Compensation Leave unless otherwise provided for by law.

8.7 BEREAVEMENT LEAVE

Should a death occur in the immediate family (spouse, son, daughter, father, mother, mother-in-law, father-in-law, brother, sister, grandparent) of a regular full-time employee, the Elected Official or Appointed Department Head shall give the employee up to three (3) paid days off, as requested by the employee. To qualify for pay as outlined above, the County reserves the right to require that the employee must present satisfactory evidence of death and relationship to their Elected Official or Appointed Department Head. If the employee makes a false claim of death or proof of familial relationship, the employee shall be subject to disciplinary action up to and including discharge from employment. Employees do not accumulate Bereavement Leave from one fiscal year to the next, and there is no payment for unused Bereavement Leave.

8.8 EXTENDED LEAVE OF ABSENCE WITHOUT PAY

Leaves of Absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Elected Official or Appointed Department Head, who must immediately notify the County Administrator and the Payroll Department.

Employees must submit a request for leave of absence at least 30 days in advance, whenever the need for leave is foreseeable. If the need for leave is not foreseeable, employees must request leave as soon in advance as practicable.

Personal leave is unpaid. However, County policy requires employees to first use their available paid time off (vacation, sick leave, compensation time, etc., applicable) during the FMLA leave period. When an employee has taken all available accrued paid leave, any additional leave under the policy will be unpaid. Employees on leave of absence under this policy are prohibited from engaging in outside or supplemental employment.

Benefit accruals for full-time employees on leave, such as vacation and sick time, will be suspended during any unpaid portion of leave under this policy and will resume upon return to active employment. The employee may continue with the employer's health and life insurance coverage at the employees cost without an employer contribution.

An employee on leave must, whenever possible, provide his or her supervisor with at least two weeks advance notice of the date he or she intends to return to work.

When a leave ends, the employee will normally be reinstated to the same position, if it is available, or to a similar position for which the employee is qualified. However, approval leave does not guarantee reinstatement in all cases. If another position is not found for the employee within thirty (30) days form the date the leave expires, the employee's employment will be terminated. Department Heads may fill a position that is vacant due to an employee being on an approved Leave of Absence, with a temporary employee if sufficient funds are budgeted in the appropriate temporary line item.

If any employee fails to report to work promptly at the end of the approved leave, the employee is considered to have voluntarily resigned unless otherwise protected by applicable law. (Eligibility and other requirements and limitations do not apply to an employee's request for reasonable accommodation under the ADA).

The following types of leaves may be granted:

Workers' Compensation - A leave of absence conforming to applicable state regulations shall be granted by the Elected Official or Appointed Department Head to employees who have been injured while performing their work assignment for the County.

Medical Leave - A health leave may be granted by the Elected Official or Appointed Department Head to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to their Elected Official or Appointed Department Head, stating the need for such a leave. The length of the leave will be determined by the Elected Official or Appointed Department Head, giving consideration to the physician's recommendation. Employees returning to work from a health leave must present a written release from their physician. When the employee requests Family and Medical Leave Act leave, the Employer will notify the employee of any requisite medical certifications at the time the FMLA commences.

Education Leave - An educational leave may be granted by the Elected Official or Appointed Department Head to employees with one (1) year of service when the education program is of mutual benefit to both the County and the employee. The length of leave will be determined in accordance with the type of program attended. (Educational leave should not be confused with education benefits.) The Human Resources Department should be contacted regarding how seniority, health insurance, vacation, and other benefits are affected during and after the leave of absence. While educational leaves are expected to enhance employee's performance and professional abilities, the County cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increase.

8.9 *MILITARY LEAVE*

Employees performing military duties are entitled to numerous protections in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws.

When addressing issues of military leave and its impact on County employment, supervisors are advised to consult with the State's Attorney Office or the Human Resources Department.

*Leave- An unpaid leave of absence shall be granted in accordance with Federal Law by the Elected Official or Appointed Department Head for any period actively spent in military service, whether voluntary of involuntary, including-

- a. A period for which the employee is absent from employment for the purpose of an examination to determine the fitness of the employee to perform military duty;
- b. Active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty;
- c. Basic training, special or advanced training, and annual training;
- d. Training or education under the supervision of the United States preliminary to induction or enlistment into military services;
- e. Active military duty as a result of an order of the President of the United States of the Governor of Illinois;
- f. The performance of funeral honors duty pursuant to military orders in preparation for or to perform funeral honors functions at the funeral of a veteran.

Employees may use their available vacation, personal, or compensatory time while absent for service under this policy.

Insurance- Insurance coverage and its automatic continuation upon the employee's return to County employment shall be made available to the employee.

Other benefits- Seniority shall continue to accrue during periods of military leave. Pay raises, promotions, or other benefits dependent on the passage of time accrue to the employee's benefit as if the employee were present for work during the entire period of military duty. Pension rights and benefits shall be protected and preserved for the duration of the employee's military services as if the employee were a County employee for the entire period of military duty.

Reinstatement- Any county employee seeking to return to County employment following completion of military duty must notify the County within ninety (90) days of completion of that military duty, if service was longer than 180 days, or from any hospitalization continuing after discharge for a period of not more than one (1) year in order to be eligible for reinstatement under this Section. If the service lasted between 31 and 180 days the employee has fourteen (14) days to request employment. If the period of service was 1-30 days, employees must report to work by the beginning of the first full regularly scheduled work period on the first full calendar day after completion of service, after time for safe transportation home, plus eight (8) hours. If the employee does not notify the County of his or her request for reinstatement within that time frame, the employee shall be considered absent from work and subject to discipline.

The employee is protected against Reduction-In-Force (RIF), meaning if the employee's position is abolished during such absence, the agency must reassign the employee to another position of like status and pay

If the employee seeking reinstatement is not qualified to perform the duties of the position which he or she left by reason of disability suffered during military duty but qualified to perform the duties of any other position within the County, the employee shall be promptly reemployed to another position, the duties of which he or she is qualified to perform and as will provide the employee with like seniority, status, and pay.

8.10 FAMILY MILITARY LEAVE

Any employee who is the spouse or parent of a person called to military service lasting longer than thirty (30) days pursuant to the orders of the Governor or the President of the United States during the time federal or state deployment orders are in effect may take up to thirty (30) days of unpaid leave under the Family Military Leave Act.

Eligible Employees- Any employee is eligible for Family Military Leave if the employee has been employed for at least 1,250 hours of service. Furthermore, no leave may be taken by an employee under this Section unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, expect sick leave and disability leave.

Leave Requirements- The County shall provide up to thirty (30) days of unpaid family military leave to an employee during the time federal or state deployment order are in effect, subject to the conditions set for in this Section.

Note- The employee shall give at least fourteen (14) days notice of the intended date upon which the family military leave will commence if leave will consist of five (5) or more consecutive work days. Where able, the employee shall consult with the employer to schedule the leave so as to not unduly disrupt the operations of the employer. Employees taking military family leave for less than 5 consecutive days shall give the employer advanced notice as is practicable. The employer may require certification from proper military authority to verify the employee's eligibility for the family military leave requested.

Benefits- During any family military leave, the County will make it possible for employees to continue their benefits at the employee's expense. The County and employee may negotiate for the employer to maintain benefits at the employer's expense for the duration for the leave. Furthermore, taking family military leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

Reinstatement- Upon expiration of the leave, the employee shall be entitled to be restored to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

Nothing in this act shall be constructed to affect an employer's obligation to comply with any collective bargaining agreement.

8.11 SCHOOL VISITATION LEAVE

The County provides eligible employees who have employed at least six (6) consecutive months who have exhausted all paid time off (except sick and disability) unpaid time off to attend school conferences and activities of their child. Under this policy, "child" includes biological, adopted, foster, stepchild of the employee, and/or legal wards of the employee.

To be eligible for leave under this policy, employees must provide at least 7 days advanced notice of the need for leave whenever possible. Employees must provide at least 24 hours notice in an emergency situation.

Employees may request up to 8 hours leave per school year under this Policy. However, no more than 4 hours of school visitation leave may be taken in any one day. Upon return from the leave, employees must provide documentation to the Department Head from the school verifying the date and time of the visit. Contact the Human Resources Department for more information or questions about and requests for parental leave for school visits.

The employee will not lose any employment benefits for taking a leave of absence under this policy.

8.12 GROUP HEALTH INSURANCE

During the initial orientation to the County, the group health insurance plan for employees and their dependents is explained. The group policy is a comprehensive major medical plan providing benefits to cover the fees of physicians, surgeons, and hospital charges. The benefits are more particularly described in the Summary Plan Description.

Only full-time employees will be offered the County's group insurance program at the time of employment. Insurance will become effective the first day of the month following hire date. The County's portion of the employee premium shall be paid by the County. Payment of the balance of the employee premium and a portion of the cost for family coverage (as determined by labor agreement) shall be made by the employee. Payment of the employee's portion of family coverage premiums is part of the County's Cafeteria Plan and at the employee's choice the premiums are tax exempt. Part-time employees are not eligible for health insurance.

Employees wishing to change their coverage from single to family, or from family to single, should contact the Human Resource Department. The Human Resource Department is available to assist employees in resolving health insurance claims.

Continued or Extension Coverage-

- 1. An employee, employee's spouse and/or employee's dependents may have the right to continue medical and dental insurance coverage pursuant to the Consolidated Omnibus Budge Reduction Act (COBRA). For more information concerning separation from employment, reduction in hours, death, and/or divorce, which may result in such a change employees should contact Human Resources.
- 2. Employees who have met the eligibility criteria necessary for receiving retirement benefits under the County's retirement plan may continue participating in group insurance for themselves and any eligible dependent.

8.13 *LIFE INSURANCE*

The County provides (at no cost to the employee) a fixed amount of life insurance coverage for full-time employees. The benefits are more particularly described in the Summary Plan Description. Additional supplemental life insurance is available through the County's Cafeteria Benefit Plan. Details regarding the life insurance coverage are explained at new employee orientation. Temporary and part-time employees are not eligible for life insurance.

8.14 *DENTAL INSURANCE*

Single dental insurance is available at no cost to all full-time employees. The policy is designed to provide preventive benefits for dental care. The benefits are more particularly described in the Summary Plan Description. Family dental coverage premiums may be paid by employees through the County's Cafeteria Benefit Plan. Detailed information regarding cost is available in the Payroll Department. Part-time and temporary County employees are not eligible for dental insurance.

8.15 **SOCIAL SECURITY**

All employees and employers are required by Federal Law to participate in the Federal Social Security Program. Benefits are prescribed by law and consist of a retirement program, a disability program, and a Medicare Health Insurance program. Contributions (tax) for benefits for this program are paid equally by the employee and the County. For detailed information, contact the Payroll Department or the local office of the Social Security Administration.

Tazewell County collects Social Security numbers for any or all of the following purposes:

- 1. Classification of accounts
- 2. Identification and verification

- 3. Credit worthiness
- 4. Billing and payments
- 5. Data collection
- 6. Reconciliation
- 7. Tracking
- 8. Benefits processing
- 9. Tax reporting

8.16 UNEMPLOYMENT COMPENSATION

The County reimburses the State of Illinois to pay benefits to employees who become unemployed through no fault of their own. Further information regarding benefits may be obtained from the Human Resource Department or the Job Service Center.

8.17 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

The County provides a retirement program through the Illinois Municipal Retirement Fund for employees who work a minimum of 1000 hours per year. The cost of this plan is shared by both the employee and the County. Details of this Plan will be furnished during new employee orientation. initial payroll processing and in the form of a Summary Plan Description to all participants of the Plan. See the most recent edition of the pamphlet distributed by IMRF at visit www.imrf.org for a detail description of your benefits.

8.18 CREDIT UNION

Employees may be eligible to join the Citizens Equity First Credit Union (CEFCU) or other financial institution, which provides financial services to its members, including loans or savings on a payroll deduction basis. Additional benefits of the credit union are insurance and social activities. Information on credit union membership may be obtained from the Payroll Department.

8.19 <u>EMPLOYEE ASSISTANCE PROGRAM</u>

The Employee Assistance Program (E.A.P.) at Tazewell County is a counseling and referral service offered to all Tazewell County employees and their families. Personal problems, such as drug and alcohol abuse, legal or financial problems, and family or emotional upsets can seriously impair an employee's job performance. The E.A.P. will offer counseling sessions to successfully resolve these problems.

Some of the topics EAP can help with include: anxiety, depression, job stress, co-worker conflict, parenting questions, child and family relationships, grief and loss, martial conflict/divorce, anger management, domestic violence, alcohol or drug abuse, and communication problems

For further information regarding the E.A.P., contact the Human Resources Department.

8.20 <u>EMPLOYEE RECOGNITION AND AWARDS</u>

The County will hold an awards ceremony once a year at a regular County Board meeting, including a brief meet and greet reception prior to the meeting. The County Board will annually consider a resolution honoring employees who have at least 10 years of continuous service as a part or full time County employee. Only employees celebrating employment anniversaries of five year increments after 10 years will be included.

The Employee Awards will be provided as follows:

- 10 Year employees: Employees will have the choice of the 10 year Tazewell County pin or an approximately \$25 (retail value) gift from a catalog provided by the County.
- 15 Year employees: Employees will have the choice of the 15 year Tazewell County pin or an approximately \$35 (retail value) gift from a catalog provided by the County.
- 20 Year employees: Employees will have the choice of the 20 year Tazewell County pin or an approximately \$50 (retail value) gift from a catalog provided by the County.
- 25 Year employees: Employees will have the choice of the 25 year Tazewell County pin or an approximately \$75 (retail value) gift from a catalog provided by the County .
- 30 Year employees: Employees will have the choice of the 30 year Tazewell County pin or an approximately \$150 (retail value) gift from a catalog provided by the County.
- 35 Year employees: Employees will have the choice of the 35 year Tazewell County pin or an approximately \$200 (retail value) gift from a catalog provided by the County.

The County will make special provisions, including offering a pin or catalog gift of increasing value, for employees at the 40 year and subsequent five year increments.

While every effort will be made to continue this program the County's continued participation as outlined above is contingent on the County's ability to fund the award program as outlined above.

9. ALCOHOL AND DRUG TESTING

It is the policy of Tazewell County and its elected and appointed officials that the public has the absolute right to expect persons employed in Tazewell County to be free from the effects of drugs and alcohol. Employee involvement with drugs and alcohol can adversely affect job performance and employee morale, jeopardize employee safety, and undermine citizen's confidence. The County's goal, therefore, and the purpose of this policy, is to establish and maintain a health and efficient workforce free from the effects of drug and alcohol abuse.

For purpose of this policy "drugs" or "illegal drugs" shall mean any controlled substance as defined in the Illinois Controlled Substances Act, or the Illinois Cannabis Control Act.

9.1 PROHIBITIONS

Employees shall be prohibited from:

The use, possession, sale, transportation, or distributions of controlled substances, including cannabis or alcohol by anyone while on County property or on County business may be cause for discharge. For the purpose of this policy the term "County property" shall include all land, buildings, structures, parking lots, and means of transportation owned or leased to the County. Controlled substances or alcohol shall be taken into custody, and the appropriate law enforcement agencies will be notified.

Employees who take over-the-counter or prescribed medications are responsible for being aware of any effect the medication may have on the performance of their duties and must promptly report to their supervisors the use of medication likely to impair their ability to do their jobs. An employee who fails to do so shall be subject to disciplinary action, up to and including discharge. Moreover, employees who take over-the-counter or prescribed medication contrary to doctor's instructions may be subject to disciplinary action, up to and including discharge.

9.2 TESTING

Where the Employer has reasonable suspicion to believe that (a) an employee is being affected by the use of alcohol; or (b) has abused prescribed medication; or (c) has used illegal drugs, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Section. The foregoing shall not limit the right of the Employer to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire, upon promotion to another position with the Employer. Reasonable suspicion is presumed when the employee is involved in a work place accident or activity resulting in injury to the employee.

9.3 ORDER TO SUBMIT

For employees of elected officials, the elected official or his/her designee may give the order to test. For employees of the Tazewell County Board, the Board Chairman or his/her designee may give the order to test.

The failure or refusal to submit to testing authorized by this Policy will subject an employee to discipline up to and including discharge. Discipline will be imposed according to Tazewell County Policy or the Collective Bargaining Agreement as the case may be. The taking of an authorized test shall not be construed as a waiver of rights an employee may have to object to taking or not taking the test.

Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or that of another employee, shall subject an employee to discipline in accordance with Tazewell County Policy, or the Collective Bargaining Agreement as the case may be.

An employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide a specimen, but such employee will be required to provide a blood sample for laboratory testing.

Within seventy-two (72) hours of the time an employee is ordered to testing authorized by this Section, the Employer shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test.

Once an employee is ordered to submit to testing as authorized by this Policy, they must do so within thirty (30) minutes or it will be deemed a refusal to submit to such testing. The employee shall be permitted to consult with a representative or attorney of their choosing prior to taking the test and no questioning of the employee shall be conducted without first affording the employee the right to consult with legal counsel or a representative of their choosing. Right to counsel or a union representative shall not delay the time in which the employee must take the test requested.

Orders to test will be done in as confidential a manner as is permitted under each circumstance. Confidentiality will be determined on a case by case basis. The intent being to avoid any embarrassment to the employee when being requested and ordered to submit to a test pursuant to this policy.

Substances Tested:

Controlled substances: Any drug test required by the Employer pursuant to this Policy will analyze an individual's urine and/or blood to test for the presence of illegal drugs. After detection of a controlled substance by urine, a confirmatory test will be conducted by the Employer at their expense to determine a level of concentration in the employee's blood. Both a blood and urine specimen shall be given at the time a test for controlled substance is requested.

Alcohol: Any alcohol test required by the Employer pursuant to this Policy will analyze an employee's breath to test for the presence of alcohol. The alcohol concentration of 0.04 or more based upon the grams of alcohol per 1,000 milliliters of blood shall be considered a positive test presumptively concluding the employee is under the influence of alcohol. Test levels below 0.04 shall not preclude the Employer from proving the employee has consumed or is under the influence of alcohol.

9.4 <u>TESTING METHODOLOGY</u>

In conducting the testing authorized in this Article, the Employer shall:

Use only a clinical laboratory or hospital that is licensed pursuant to the Illinois Clinical Laboratory Act and that has the capability of being accredited by the National Institute of Drug Abuse (NIDA). The facility selected must conform to all NIDA standards.

Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become part of such chain of custody.

Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee.

Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital of the employee's choosing, at the employee's expense, provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the test that he desires to have the additional sample tested.

Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmatory test is positive for a particular drug or alcohol. The Employer may discover the test results if below the levels provided for in Exhibit A should they choose to proceed to prove consumption and/or influence. For Sheriff's Department, State's Attorney, or Coroner's Office employees the lab or hospital will report all test results that indicate the presence of any controlled substance or alcohol, but only after the confirmatory test is made showing a positive level of drugs or alcohol.

Any confirmatory tests that the employee wished to have done at their own expense must be done within forty-eight (48) hours of receiving the test results from the Employer's initial and confirmatory test.

No adverse action may be taken against an employee prior to the receipt of the test results by the Employer and employee, except that the Employer may suspend the employee with full pay and benefits during the pendency of the testing.

9.5 **VOLUNTARY REQUEST FOR ASSISTANCE**

With the exception of employees of the State's Attorney Office, Sheriff's Department and Coroner's Office, employees who come forward and seek voluntary medical treatment for his or her substance abuse problem shall not be discharged so long as:

- a. The employee agrees to appropriate treatment as determined by a physician.
- b. The employee successfully completes the course of treatment prescribed by the physician, or counselor selected by the Employer, including an "after care" group for a period of no less than twelve (12) months.
- c. The employee agrees to submit to random testing for a period of two (2) years from the date of discipline provided that the employee is not randomly checked more than five (5) times a year. Nothing contained herein shall prevent additional tests pursuant to Section 3 above.

The Employer may require reassignment of the employee with pay if they are then unfit for duty as determined in the sole discretion of the Employer.

9.6 **DISCIPLINE**

The Employer shall have the right to discipline employees or recommend discipline against employees, as may be appropriate, for any violations of this Policy. Such discipline, or recommendations for such, may include discharge. Any employee who is retained after a positive test result must comply with the provision of Section 9.5 herein.

9.7 *RIGHT TO CONTEST*

The Union employee may file a grievance under the Collective Bargaining Agreement, or a non-union employee may file a grievance under the County Policy concerning any testing permitted by this Policy contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance or accuracy of the tests or the results, and any other violation of this Policy. Election to proceed under the County or Collective grievance procedure shall be deemed the employee's exclusive recourse.

EMPLOYEE ACKNOWLEDGMENT

By my signature below, I acknowledge that I have received a copy of the TAZEWELL COUNTY EMPLOYEE PERSONNEL POLICIES HANDBOOK and that it is my responsibility to read and understand the policies outlined in this employee handbook. I understand that this handbook does not constitute a contract and that the terms and conditions of employment may be affected by other policies, rules, laws, and agreements.

I acknowledge that I have been advised to retain this book, including any updates, in my possession during my term of employment.

I understand that each handbook is the property of Tazewell County and I agree to return the book upon terminating my employment with Tazewell County.

I also understand Tazewell County employment practices operate under the legal doctrine known as Aemployment at will@. Subject to state and federal employment law, Tazewell County has the right to terminate an employee at any time without cause.

Employee Signature	Date	* *************************************
Print Employee Name:		

Motion by Member Wolfe, second by Member Hillegonds to approve Resolution 20. Motion carried as amended by Voice Vote but Ackerman, Donahue, and Graff. Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:



RESOLUTION

WHEREAS, the Collective Bargaining Committee has recommended to the Human Resource Committee to approve a grievance settlement; and

WHEREAS, the action taken in this settlement will resolve the dispute and fully satisfies both parties.

THEREFORE BE IT RESOLVED the County Board approves this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Payroll Division and the Auditor of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

County Board Chairman

Motion by Member Hillegonds, second by Member Palmer to approve Resolution 21. Motion carried as amended by Voice Vote but Graff.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Je Hand Maux Connett

RESOLUTION

WHEREAS, the Human Resources Committee recommends to the Tazewell County Board to approve the creation of a Microfilm/Imaging Technician position: and

WHEREAS, this position will be a Grade 11 union position with hiring wage range of \$10.270 - \$10.669 per hour; and

WHEREAS, the County's Human Resources Committee recommends to County Board to authorize the posting, interviewing and hiring of a Microfilm/Imaging Technician.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Payroll Division of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

County Board Chairman

Motion by Member Vanderheydt, second by Member Connett to approve Resolution 22. Motion carried as amended by Voice Vote but Ackerman and Graff.

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Jem Denner Moniga Counit

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a filling a vacancy for a Maintenance Lead Assistant; and

WHEREAS, the Maintenance Lead Assistant position is a Grade 10 union position with a starting hourly rate range of \$11.245 – 11.681 per hour with a possible 30 cent shift differential.

THEREFORE BE IT RESOLVED by the County Board that the Buildings and Grounds Superintendent be authorized to hire Maintenance Lead Assistant.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Buildings and Grounds Superintendent and the Payroll Division of this action.

PASSED THIS 26th DAY OF MARCH, 2014.

ATTEST:

County Clerk

County Board Chairman

Motion by Member Meisinger, second by Member Donahue to approve the Calendar of Meetings of April, 2014. Motion carried by Voice Vote.



Motion by Member Graff, second by Member Harris to approve	the
Bills. Motion carried by Roll Call Vote.	

Nay: None.

Absent: Crawford, D. Grimm, Proehl, and Stanford.

TAZEWELL COUNTY AUDITOR'S OFFICE

EXPENSE REPORT

ACCOUNTING DIVISION



March 26, 2014

SUBMITTED BY:
VICKI E. GRASHOFF
TAZEWELL COUNTY AUDITOR

PAGE	REPORT:	FUND:	DEPT:	EXPENDITURES:
1	County Board (Spec Per Diem)	100	111	\$2,640.00
2	County Board (Mo. Salary)	100	111	\$4,200.00
3	County Board	100	111	\$5,289.52
4	Circuit Clerk	100	121	\$497.28
5	States Attorney	100	124	\$4,524.29
6	Jury Commission	100	125	\$96.00
7	External Audit	100	150	\$10,000.00
8	County Auditor	100	151	\$500.00
9	County Clerk/Recorder	100	152	\$48,379.53
10	County Treasurer	100	155	, \$395.21
11	Assessment	100	157	\$355.00
12,13	ZBA Per Diem Feb/March	100	161	\$840.00
14	Community Development	100	161	\$1,906.00
15,18	Building Administration	100	181	\$69,626.82
19,20	Justice Center	100	182	\$52,646.10
21,23	Sheriff	100	211	\$98,360.25
24	E.M.A.	100	213	\$11,329.90
25	Court Security	100	214	\$1,424.93
26,27	Crt Serv Probation Upgrade	100	230	\$11,856.99
28	Court Services	100	231	\$57,853.82
29	Legal Services	100	232	\$112.64
30	Coroner	100	252	\$13,132.05
31	R.O.E.	100	711	\$283.68
32	Courts	100	800	\$4,747.86
33,35	County General	100	913	\$72,442.29
	ounty General Expenditures*****			\$473,440.16
36,38	County Highway Fund	202	311	\$50,148.29
39	Motor Fuel Tax Fund	203	311	\$44,892.50
40	Bridge Fund	205	311	\$17,473.79
41	Matching Tax	206	311	\$144,931.53
42,43	Veterans Assistance	208	422	\$8,912.38
44,45	Animal Control	211	411	\$8,302.25
46	Health Internal Service	249	914	\$52,540.08
47	Solid Waste	254	112	\$300.00
•				\$327,500.82
*******T(OTAL EXPENDITURES********			\$800,940.98

To: The Tazewell County Board

Fund 100

Department: 111

February, 2014

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp No:	Claimant	Nature of Claim		Amount	Account:
49	Ackerman, John	Spec Per Diem			511-080
63	Connett, Monica	Spec Per Diem			511-080
62	Crawford, K. Russell	Spec Per Diem		\$660.00	511-080
26	Donahue, James	Spec Per Diem			511-080
37	Graff, Nick	Spec Per Diem			511-080
68	Grimm, Brett	Spec Per Diem		\$60.00	511-080
8	Grimm, Dean	Spec Per Diem	lov-Feb	\$180.00	511-080
36	Harris, Michael	Spec Per Diem		\$180.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem			511-080
20	Imig, Carroll	Spec Per Diem		\$180.00	511-080
66	Meisinger, Darrell	Spec Per Diem		\$240.00	511-080
61	Neuhauser, Tim	Spec Per Diem		\$300.00	511-080
43	Palmer, Rosemary	Spec Per Diem		\$60.00	511-080
13	Proehl, Nancy	Spec Per Diem		\$60.00	511-080
38	Redlingshafer, John	Spec Per Diem			511-080
34	Rinehart, Andrew	Spec Per Diem			511-080
16	Sinn, Greg	Spec Per Diem		\$300.00	511-080
48	Stanford, Mel	Spec Per Diem			511-080
54	Sundell, Sue	Spec Per Diem		\$240.00	511-080
50	Vanderheydt, Jerry	Spec Per Diem		\$180.00	511-080
	Wolfe, Joe	Spec Per Diem			511-080
	Auditor's Total:			\$2,640.00	

To: The Tazewell County Board

Fund 100

Department: 111

February, 2014

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp N	No: Claimant	Nature of Claim	Amount	Account:
49	Ackerman, John	Salary	\$200.00	511-090
63	Connett, Monica	Salary	\$200.00	511-090
62	Crawford, K. Russell	Salary	\$200.00	511-090
26	Donahue, James	Salary	\$200.00	511-090
37	Graff, Nick	Salary	\$200.00	511-090
68	Grimm, Brett	Salary	\$200.00	511-090
8	Grimm, Dean	Salary	\$200.00	511-090
36	Harris, Michael	Salary	\$200.00	511-090
6	Hillegonds, Terry C.	Salary	\$200.00	511-090
20	Imig, Carroll	Salary	\$200.00	511-090
66	Meisinger, Darrell	Salary	\$200.00	511-090
61	Neuhauser, Tim	Salary	\$200.00	511-090
43	Palmer, Rosemary	Salary	\$200.00	511-090
13	Proehl, Nancy	Salary	\$200.00	511-090
38	Redlingshafer, John	Salary	\$200.00	511-090
34	Rinehart, Andrew	Salary	\$200.00	511-090
16	Sinn, Greg	Salary	\$200.00	511-090
18	Stanford, Mel	Salary	\$200.00	511-090
54	Sundell, Sue	Salary	\$200.00	511-090
50	Vanderheydt, Jerry	Salary	\$200.00	511-090
	Wolfe, Joe	Salary	\$200.00	511-090
	Auditor's Total:		\$4,200.00	

Page **3** A20300 VAL 03/12/2014 11:05:27

Comty Vend-No Vend-Name COUNTY BO	ARD (100-111)		Invoice-Numb	Expense-Amount	
100-111-522-010 87939 PRAIRIELAND VENDING*	OFFICE SUPPL	IES COFFEE 100-111	946	54.00	
100-111-522-140 1258 METRO COUNTIES OF IL:	DUES & SUBSC LINOIS*	RIPTIONS MEMBRSP 1ST INSTLMT 100-111	013-0314	2,188.50	
100-111-533-152 42 ZIMMERMAN*J DAVID 88506 VISA*	BOARD CHAIRM	AN TRAVEL FEBRUARY MILEAGE 100-111 NACO CONF 100-111	42-0314 3103-0314	385.28 320.00	
100-111-533-154 146 JOURNAL STAR*	RECRUITMENT/	RELOCATION EXP EMPLOYMENT AD 100-111	IN851404	479.00	
100-111-533-300 26 CRAWFORD*K RUSSELL 29 GRIMM*DEAN 31 IMIG*CARROLL 39 SINN*GREG 155 PALMER*ROSEMARY 4125 GRAFF*NICK 5716 HARRIS*MICHAEL 64636 ACKERMAN*JOHN C 67546 PROEHL*NANCY M 74339 SUNDELL*SUE 77953 MEISINGER*DARRELL G 78594 NEUHAUSER*TIMOTHY D 92340 HIZEY*SCOTT 93659 BEENEY*SUE		FEBRUARY MILEAGE 100-111 NOV/FEB MILEAGE 100-111 FEBRUARY MILEAGE 100-111 JAN/FEB MILEAGE 100-111 FEBRUARY MILEAGE 100-111 MISC TRAVEL 100-111 FEBRUARY MILEAGE 100-111	26-0314 29-0314 31-0314 39-0314 155-0314 4125-0314 5716-0314 64636-0314 74339-0314 77953-0314 78594-0314 92340-0314 93659-0314	366.80 73.36 107.52 64.96 61.60 34.72 98.56 43.68 220.08 117.60 127.68 94.08 52.08 9.52	
100-111-533-152 B	OARD CHAIRMAN		TOTAL:	4,899.02	CHECK #4635 02/21/14

Claims Docket Expenditure Accounts Page **4**A20300 VAL
03/12/2014 11:05:27

Vend-No Vend-Name CIRCUIT CLERK (100	-121)	Invoice-Numb	Expense-Amount
100-121-522-030 BOOKS &	RECORDS		
90 DES MOINES STAMP MFG CO*	STAMP/TRAFFIC 100-121	1007452	31.30
4532 STAPLES CREDIT PLAN*	DATE STAMP 100-121	9706054038	85.98
100-121-522-140 DUES & S	SUBSCRIPTIONS		
96957 ILLINOIS ASSOC OF COURT CLERKS	S* ANNUAL DUES 100-121	2014DUES	380.00
		TOTAL:	497.28

Claims Docket Expenditure Accounts Page **5**A20300 VAL
03/12/2014 11:55:31

Comty Vend-No	Vend-Name STATES ATTORNEY	(100-124)	Invoice-Numb	Expense-Amount
43	-522-030 BOOKS THOMSON REUTERS-WEST* THOMSON REUTERS-WEST*			750.21 219.50
362	ILLINOIS STATE'S ATTORNEYS	DUES AND INSURANCE INING C ANNUAL DUES 100-124 ASSOC* ISAA ANNUAL DUES 100-124 ANNUAL DUES 100-124	1244-0314	122.00 700.00 400.00
100-124- 9686	-533-050 LEGAL STATE'S ATTORNEYS APPELLATE	SERVICES PROS* ARBITRATION 100-124	15709	765.00
100-124- 2149 2602 2602 4529 102447	-533-140 COURT SHANE*JULIA HARRIS*E SCOTT HARRIS*E SCOTT LEE CSR*DONNA M WILKEY CSR*ANNETTE	REPORTING FEES GRAND JURY 2/27/14 100-124 GRAND JURY 2/13/14 100-124 TRANSCRIPT 100-124 TRANSCRIPT 100-124 13-JA-70 100-124	021314 06-CF-745	39.00
146	-533-400 LEGAL JOURNAL STAR* JOURNAL STAR*	12-JA-57 100-124	IN848152 IN851893	226.98 54.60
	-522-140 PROF.D NOTARY PUBLIC ASSOC.		TOTAL:	4,475.29 49.00 CHECK #4619 02/14/14

GRAND TOTAL:

4,524.29

A20300 03/12/2014 11:05:27

Page 6

Claims Docket Expenditure Accounts

Comty

Vend-No Vend-Name JURY COMMISSION (100-125)

Invoice-Numb

Expense-Amount

100-125-533-350 334

CITY OF PEKIN*

JURORS PARKING

JURORS PRKNG TICKETS 100-125

9910264

96.00

TOTAL:

96.00

Claims Docket Expenditure Accounts Page **7**A20300 VAL
03/12/2014 11:05:27

Comty

1237

Vend-No Vend-Name EXTERNAL AUDIT (100-150)

Invoice-Numb

Expense-Amount

100-150-533-100

EXTERNAL AUDIT FEE

CLIFTON LARSON ALLEN*

3RD PROGRESS BILLING 100-150

781594

10,000.00

TOTAL:

10,000.00

Claims Docket Expenditure Accounts Page **%**A20300 VAL
03/12/2014 11:05:27

Comty

747

Vend-No Vend-Name AUDITOR (100-151)

Invoice-Numb

Expense-Amount

100-151-522-140

DUES & SUBSCRIPTIONS

ILLINOIS ASSOC CO AUDITORS*

ASSOC DUES 100-151

747-0314

500.00

TOTAL:

500.00

Page **9**A20300 VAL
03/12/2014 11:05:27

Comty Vend-No	Vend-Name COUNTY CLERK	K (100–152)		Invoice-Numb	Expense-Amount
100-152- 80 108 108 108 1251 1251 5981 7311 77749 82215 82215	522-080 E MENARDS* PEKIN DAILY TIMES* PEKIN DAILY TIMES* PEKIN DAILY TIMES* COURIER NEWSPAPERS* COURIER NEWSPAPERS* TIMES NEWSPAPERS* VERIZON WIRELESS* B T PUBLICATIONS* LIBERTY SYSTEMS LLC* LIBERTY SYSTEMS LLC*		PLIES EXTENSION CORDS 100-152 PUB ELEC NOTICE 100-152 PUBLICATIONS/COLORS 100-152 PUB VOTNG/POL LOCTNS 100-152 WSHNG POL LOCATNS 100-152 MORTON POLL LOCATNS 100-152 PUB POLLING LOCATNS 100-152 ELEC JUDG PHONES 100-152 POLNG LCTNS REFRNDUM 100-152 ENDCODR TAGS/80 100-152 QTRLY PMT 2 OF 16 100-152	60082 127477 127540 127579 217 224 03541905 9719950201 66 3056 3076	239.60 452.40 34.70 714.30 97.81 114.82 124.80 23.00 153.00 152.55 42,750.00
100-152- 87581	-533-300 M RUDD*TINA	MILEAGE	MILEAGE/ZONE II MTG 100-152	87581-0314	66.64
100-152- 150 2606 2606	MIDLAND PAPER* PROFESSIONAL BINDING PR	RODUCTS INC*	PAPER SUPPLIES 100-152 LAMINATN SUPPLIES 100-152 BINDING SUPPLIES 100-152	35I39360 PSI0164924 PSI0164936	961.20 144.35 70.60
100-152- 98872	-544-000 M GLOBAL EQUIPMENT COMPAN			106601060	209.14
100 - 152- 102441	-544-300 HA		20 VOTING BOOTHS 100-152	TOTAL:	46,308.91 2,070.62 CHECK #4641 02/28/14
				GRAND TOTAL:	48,379.53

Claims Docket Expenditure Accounts Page /**0** A20300 VAL 03/12/2014 11:05:27

Comty Vend-No	Vend-Name	TREASURER	(100-155)	Invoice-Numb	Expense-Amount
100-155- 66044	522-010 SNYDER*ELI	CIA	OFFICE SUPPLIES REIMB COFFEE MAKER 100-155	66044-0314	90.71
100-155- 108	533-400 PEKIN DAIL	Y TIMES*	LEGAL NOTICES PUBLICATION 100-155	306	79.50
100-155- 72873	533-710 NEOPOST US	A INC*	OFFICE EQUIPMENT MAINTENANCE MTR RNTL 0106/0405 100-155	51274580	225.00
			•	TOTAL:	395.21

Claims Docket Expenditure Accounts Page // A20300 VAL 03/12/2014 11:05:27

Comty Vend-No Vend-Name ASSESSMENT:	S (100-157)		Invoice-Numb	Expense-Amount
100-157-522-100 17631 TAZEWELL COUNTY HIGHW	GASOLINE JAY*	FEBRUARY FUEL 100-157	81023	65.34
100-157-533-300 87691 TWIST*GARY	MILEAGE	VARIOUS MEETINGS 100-157	87691-0314	132.72
100-157-544-000 734 QUILL CORPORATION* 734 QUILL CORPORATION*	MISC EQUIPME	ENT FAX MACHHINE 100-157 TONER CARTRIDGE 100-157	9871378 9871690	127.99 28.95
			TOTAL:	355.00

Expenditure Report: February 2014

To: The Tazewell County Board

Fund: 100

Department: 161

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the serveral claimants for the indicated amounts to be paid from the appropriate fund:

Employee No.	Claimant	Nature of Claim	Amount	Account:
			CONTRACTOR CONTRACTOR SAME	
27	James Newman, Chairman	ZBA-Per Diem	\$60.00	533-060
1324	Sandy May	ZBA-Per Diem	\$60.00	533-060
906	Loren Toevs	ZBA-Per Diem	\$60.00	533-060
923	Duane Lessen	ZBA-Per Diem	\$60.00	533-060
921	Ken Zimmerman	ZBA-Per Diem	\$60.00	533-060
907	JoAn Baum	ZBA-Per Diem	\$60.00	533-060
901	Phil Webb	ZBA-Per Diem	\$60.00	533-060
908	Don Vaughn (Alternate)	ZBA-Per Diem	\$0.00	533-060
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	100 100 100 100 100 100 100 100 100 100		\$420.00	
			ቀኅ20.00	

To: The Tazewell County Board	Eundi 100	D
To: The Tazewell County Board	Fund: 100	Department: 161

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the serveral claimants for the indicated amounts to be paid from the appropriate fund:

Employee No.	Claimant	Nature of Claim	Amount	Account:
			Amount	Account
27	James Newman, Chairman	ZBA-Per Diem	\$60.00	533-060
1324	Sandy May	ZBA-Per Diem	\$60.00	533-060
906	Loren Toevs	ZBA-Per Diem	\$60.00	533-060
923	Duane Lessen	ZBA-Per Diem	\$0.00	533-060
921	Ken Zimmerman	ZBA-Per Diem	\$60.00	533-060
907	JoAn Baum	ZBA-Per Diem	\$60.00	533-060
901	Phil Webb	ZBA-Per Diem	\$60.00	533-060
908	Don Vaughn (Alternate)	ZBA-Per Diem	\$60.00	533-060

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Page /4/ A20300 VAL 03/11/2014 13:49:52

Comty Vend-No	Vend-Name COMMUNITY	DEVELOPMENT	(100–161)	Invoice-Numb	Expense-Amount
17631	522-100 TAZEWELL COUNTY HIGHW TAZEWELL COUNTY HIGHW CITY OF PEKIN*		FEBRUARY FUEL 100-161 FEBRUARY FUEL 100-161 DEC/2013 FUEL 100-161	81022 81024 9910260	87.24 19.18 48.76
100-161- 10667 10667 10779 19536 19536 63839 63839 66724 66724 70579 82736	533-060 NEWMAN*JAMES A NEWMAN*JAMES A VAUGHN*DONALD W ZIMMERMAN*KENNETH L ZIMMERMAN*KENNETH L BAUM*JOAN K BAUM*JOAN K WEBB*JOHN P WEBB*JOHN P LESSEN*DUANE NAUMAN CSR RMR*ARLENE	APPEAL BOARD	FEBRUARY MILEAGE 100-161 MARCH MILEAGE 100-161 MARCH MILEAGE 100-161 FEBRUARY MILEAGE 100-161 MARCH MILEAGE 100-161 FEBRUARY MILEAGE 100-161 MARCH MILEAGE 100-161 FEBRUARY MILEAGE 100-161	10667-0214 10667-0314 10779-0314 19536-0214 19536-0314 63839-0214 63839-0314 66724-0214 66724-0314 70579-0214 021114	22.40 22.40 20.16 17.92 17.92 8.96 8.96 7.84 7.84 20.16 220.50
100-161- 148	-533-300 DEININGER*KRISTAL	MILEAGE	FEBRUARY MILEAGE 100-161	148-0314	25.20
100-161- 108 108 1251	-533-400 PEKIN DAILY TIMES* PEKIN DAILY TIMES* COURIER NEWSPAPERS*	LEGAL NOTICE	MARCH LEGAL NOTICE 100-161 MARCH LEGAL NOTICE 100-161 MARCH LEGAL NOTICE 100-161	127451 127465 189	114.80 105.80 79.38
100-161- 316	-533-700 VELDE FORD SALES INC	VEHICLE MAIN	NTENANCE OIL CHANGE 100-161	FOCS322761	90.13
100-161- 1382		BUILDING CO	DE INSPECTIONS JAN/FEB BLDING INSPEC 100-161	127	960.45

03/12/2014 11:05:27

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Comty Vend-No	Vend-Name BUILDING ADM	INISTRATION (100-181)	Invoice-Numb	Expense-Amount
100-181- 5 2981	522-080 CT ATLAS SUPPLY COMPANY* AMSAN LLC*	LEANING SERVICE SUPPLIES SUPPLIES 100-181 SUPPLIES 100-181	155921 305894966	785.35 790.69
100-181- 80	522-410 Li MENARDS*	AMPS LIGHTING SUPPLIES 100-181	58005	316.57
100-181- 74 18481 101422 101422	TCRC INC* CLEMMER JANITORAL SERVIC VONACHEN SERVICES INC* VONACHEN SERVICES INC*	ANITORIAL SERVICE CLN MCK/TAZ/EMA 100-181 CE* CLN HARD FLOORS 100-181 FEB CLN SVC CRTHSE 100-181 FEB CLN SVC OPO 100-181	015125 1374 18060 18061	2,346.76 1,600.00 3,126.50 1,425.00
100-181- 102 102 102 169 222 222 222 222 222 222 222 222 222	-533-200 T AT&T* AT&T* AT&T* AT&T* FRONTIER* FRONTIER* FRONTIER* FRONTIER* FRONTIER* FRONTIER* CENTURYLINK*	ELEPHONE SHERIFF 100-181 EMA 100-181 EMA 100-181 EMA 100-181 DARE/EMA 100-181 DARE/EMA 100-181 SUBSTATION 100-181 EMA FAX 100-181 SHERIFF 100-181 SHERIFF 100-181 SHERIFF PRIVATE LINE 100-181	6946317-0314 2125457-0314 2990747-0314 9252271-0314 3470930-0314 4772787-0314 7451307-0314 9252271-0314 9253631-0314 9254107-0314 L002412-0314 304070156-0314	59.12 217.79 134.85 280.45 42.23 69.38 37.75 72.18 82.27 91.04 55.09 45.32
100-181- 26 56 368 6848 70741 72265 74339 77953 99368 99369	CRAWFORD*K RUSSELL USA MOBILITY WIRELESS I UMHOLTZ*STEWART VANDERHEYDT*JERRY R VISA* HILLEGONDS*TERRY C SUNDELL*SUE MEISINGER*DARRELL G WORKHEISER*ROGER SIFFORD*MELISSA	CELLULAR & PAGER SERVICE GW MAIL 100-181 COUNTY PAGRS 100-181 MOBILE PHN SVC REIMB 100-181 GW MAIL 100-181 GW MAIL BRD MEM 100-181 GW MAIL 100-181	X3528775C 3035595120 6848-0314A	10.61 36.54 65.51 10.61 31.83 10.61 10.61 10.61

Page **/6**A20300 VAL
03/12/2014 11:05:27

· ·	10110 1101110	DMINISTRATIO	N (100-181)	Invoice-Numb	Expense-Amount
100-181 102446	-533-202 WOLFE*JOE		GW MAIL 100-181	102446-0314	10.61
100-181- 102448	-533-300 AVERY*RYAN	MILEAGE	MILEAGE 100-181	102448-0314	13.67
100-181- 664 664 61080	-533-351 DAVID BURLING & SON EXDAVID BURLING & SON EXTOPLESS TREE SERVICE, I	KCAVATING*	SNW RMVL CRTHS 2114 100-181	25305 25306 2014-13	1,035.00 1,035.00 1,380.00
100-181- 108	-533-400 PEKIN DAILY TIMES*	LEGAL NOTICE	S . PRJCT #2014-0-01 100-181	1478-0314	248.00
100-181- 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	AMEREN ILLINOIS*	ELECTRIC & G	AS 334 ELIZABETH ST 100-181 407 ELZABTH ST/FRONT 100-181 15 S CAPITOL ST 100-181 15 S CAPITOL ST 100-181 15 S CAPITOL ST 100-181 19 S CAPITOL ST 100-181 411 ELZBTH ST UNIT 2 100-181 15 S CAPITOL ST 100-181 9 S CAPITOL ST 100-181 11 S 4TH ST 100-181 411 ELZBTH ST UNIT 1 100-181 334 ELZBTH ST UNIT 1 100-181 11 S CAPITOL ST 100-181 411 ELZBTH ST HSMT 100-181 411 ELZBTH ST HSMT 100-181 415 S CAPITOL ST 100-181 15 S CAPITOL ST 100-181 15 S CAPITOL ST 100-181 15 S CAPITOL ST 100-181 416 COURT ST 100-181 417 ELZBTH ST REAR 100-181 416 COURT ST 100-181	6123448013-0314 6246615000-0314 6510664027-0314 7027064571-0314 7634524015-0314 8352035006-0314 898708007-0314 9309766055-0314 9337035532-0314	1,016.09 98.13 47.21 61.66 55.50 77.37 23.78 41.98 110.17 4,638.71 29.90 252.71 35.62 74.35 813.16 55.74 1,657.49 65.33 6.25 171.98 23.78
7 7 84567	AMEREN ILLINOIS* AMEREN ILLINOIS* NOBLE AMERICAS ENERGY	SOLUTIONS*	15 S CAPITOL ST 100-181 360 COURT ST 100-181 ACCT #192203 100-181	9551284000-0314 9569812254-0314 3422036-0314	39.05 411.85 6,578.90
100-181	-533-630	WATER			

Page /**7** A20300 VAL 03/12/2014 11:05:27

Comty	Vend-Name BUILDING ADMINISTRATIO	N (100-181)	Invoice-Numb	Expense-Amount
100-181-		N (100 101)		L
	D33-03U	21302 IL RT 9 100-181	1081601-0314	20.28
219	ILLINOIS AMERICAN WATER COMPANY*	21302 IL RI 9 100 101		18.17
219	ILLINOIS AMERICAN WATER COMPANY*	21304 IL RT 9 100-181 334 ELIZABTH ST 100-181	1173463-0314	72.06
219	ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABIH SI 100-101 334 ELIZABETH 100-181	2281091-0314	141.28
219	ILLINOIS AMERICAN WATER COMPANY*	360 COURT ST 100-181		172.87
219	ILLINOIS AMERICAN WATER COMPANY*	360 COURT ST 100-181	2281718-0314	184.71
219	ILLINOIS AMERICAN WATER COMPANY*	11 S 4TH STREET 100-181	2281787-0314	53.87
219	ILLINOIS AMERICAN WATER COMPANY*	414-418 COURT ST 100-181 9 S CAPITOL ST 100-181	2282148-0314	122.85
219	ILLINOIS AMERICAN WATER COMPANY*	9 S CAPITOL ST 100-181	3844600-0314	
75820	FIVE STAR WATER*	GROUP WATER BILL 100-181	92429-0314	247.25
100-181-	533-640 PEST CONTROL	,		45.00
9	MARKLEY'S PEST ELIMINATION*	OLD POST OFFICE 100-181	231926	45.00 75.00 30.00
9 9	MARKLEY'S PEST ELIMINATION*	MCKENZIE BLDG 100-181	232047	75.00
9	MARKLEY'S PEST ELIMINATION*	EMA BLDG 100-181	232127	30.00
90612	MARKLEY'S PEST ELIMINATION* MARKLEY'S PEST ELIMINATION* AMERICAN PEST CONTROL INC*	EMA BLDG 100-181 ACCT #1008020/MG BLD 100-181	1008020-0314	35.00
100-181-	533-660 GARBAGE COLI	ECTION		
66418	X WASTE INC*	GUN RANGE 100-181 MCKENZIE BLDG 100-181 OPO 100-181	224477	19.57
66418	X WASTE INC*	MCKENZIE BLDG 100-181	224478	183.34
66418	X WASTE INC*	OPO 100-181	224479	79.72
66418	X WASTE INC*	TAZEWELL BLDG 100-181	224480	41.20
66418	X WASTE INC*	EMA BLDG 100-181	224481	41.20
66418	X WASTE INC*	MONGE BLDG 100-181	224482	183.34 79.72 41.20 41.20 53.00
		INDENIANCE		
100-181-	GRIMM ELECTRIC INC* MENARDS* NIEMANN FOODS INC* GRAINGER* GRAINGER* GRAINGER* GRAINGER* GRAINGER* GRAINGER* GRAINGER* GRAINGER*	CIRCUIT CRTHS LIGHTS 100-181	TC20-14	1,376.00
17	GRIMM ELECTRIC INC*	SHELVING & SUPPLIES 100-181	59323	976.80
80	MENARDS*	CARPET SOLUTION 100-181	7409/3	12 99
275	NIEMANN FOODS INC*	CARPET SOLUTION 100-101	9363457095	306.17
3398	GRAINGER*	SUPPLIES 100-181	9363457103	24.78
3398	GRAINGER*	SUPPLIES 100-181	9363457103 9363751356 9365070334	67.36
3398	GRAINGER*	SUPPLIES 100-181	9363751356	428.62
3398	GRAINGER*	LADDER 100-181	2202010331	169.43
3398	GRAINGER*	SUPPLIES 100-181	9365117648	729.83
67445	GRAYBAR ELECTRIC COMPANY INC*	SUPPLIES 100-181	971116412	129.83
100-181-	-533-731 MECHANICAL I	EQUIP. MAINTENANCE		00.60
60399	G & B MECHANICAL HEATING & COOLING	G REPR SYSTM 7/OPO 100-181	1172	92.63
60399	G & B MECHANICAL HEATING & COOLING	G NO HEAT SVC CALL 100-181	1279	92.63
60399	G & B MECHANICAL HEATING & COOLING	G THERMOSTATS CRT HSE 100-181	1285	1,000.00
30323				

Page / **%**A20300 VAL
03/12/2014 11:05:27

Claims Docket Expenditure Accounts

Comty Vend-No	Vend-Name BUILDING ADMINIST	TRATION (100-181)	Invoice-Numb	Expense-Amount			
10103	-533-733 ELEVATO KONE INC* KONE INC* IL OFFICE OF THE STATE FIRE N	OR MAINTENANCE MONTHLY SVC 02/14 100-181 MONGE BLDG 02/14 100-181 MARSHA ANNUAL RENWL CRTHS 100-181	221420272 221420273 5125055776	33.94			
9275	-533-734 FIRE EXTHOMPSON ELECTRONICS CO* THOMPSON ELECTRONICS CO*	KTINGUISHER MAINTENANCE ANNUAL FIRE ALM INSPEC 100-181 FIRE ALARM BATTERIES 100-181		2,005.00 157.50			
100-181- 61440	-544-100 CAPITAI FARNSWORTH GROUP INC*	PROJECTS SPACE PLANNING STDY 100-181	155392	6,084.00			
100-181- 17 668 1138	-544-200 BLDG CO GRIMM ELECTRIC INC* VONDERHEIDE FLOOR COVERINGS (HENRICKSEN & COMPANY INC*	DATA LINES CRTHS 100-181 CO INC TILE/CRTH HSE FILE RM 100-181		2,580.00 640.00 2,690.45			
100-181 5411 68782 92210	-533-200 TELEPHO CENTURYLINK GREATAMERICA FINANCIAL HEART TECHNOLOGIES, INC.	MO SERVICE 100-181 MO SERVICE 100-181	TOTAL:	4,710.10 4,340.67	CHECK	#4639	
100-181 7311 93659	-533-202 CELLULA VERIZON WIRELESS SUE BEENEY	R & PAGER SERVICE MO SERVICE/EQUIP 100-181 GW MAIL/QUICK OFF 100-181		6,835.94 31.85			02/14/14 02/28/14

MANUAL TOTAL:

GRAND TOTAL:

16,017.85

69,626.82

Page 19 VAL A20300

Claims Docket Expenditure Accounts

Comty Vend-No	Vend-Name JUSTICE CENTER (100-18	32)	Invoice-Numb	Expense-Amount
100-182- 5 2981 2981 2981 2981 89011	-522-080 CLEANING SER ATLAS SUPPLY COMPANY* AMSAN LLC* AMSAN LLC* AMSAN LLC* AMSAN LLC* SUNRISE SUPPLY* SUNRISE SUPPLY*	VICE SUPPLIES SUPPLIES 100-182	155717 305289407 305717910 305894958 306078387 32842 33105	1,025.25 526.04 86.40 583.59 77.10 540.21 720.33
100-182- 67445	-522-410 LAMPS GRAYBAR ELECTRIC COMPANY INC*	LIGHTING SUPPLIES 100-182	971172896	271.08
100-182- 18377	-522-710 SALT HEART OF ILLINOIS SALT SERVICE*	SOFTENER SALT 100-182	60124	347.50
	-533-030 JANITORIAL S CLEMMER JANITORAL SERVICE*;		1374A	4,100.00
100-182- 664 664	-533-351 PARKING LOT DAVID BURLING & SON EXCAVATING* DAVID BURLING & SON EXCAVATING*	SNOW REMVL/JC 20114 100-182	25305A 25306A	675.00 675.00
100-182- 7 7 84567	-533-620 ELECTRIC/GAS AMEREN ILLINOIS* AMEREN ILLINOIS* NOBLE AMERICAS ENERGY SOLUTIONS*	101 S CAPITOL ST 100-182 101 S CAPITOL ST 100-182 ACCT #192203 100-182	6141434333-0314 61414343330314A 3422036-0314A	10,592.23 10,168.93 8,193.73
100-182- 76 219 219 219 219	PURITAN SPRINGS WATER PURITAN SPRINGS WATER* ILLINOIS AMERICAN WATER COMPANY* ILLINOIS AMERICAN WATER COMPANY* ILLINOIS AMERICAN WATER COMPANY* ILLINOIS AMERICAN WATER COMPANY*	WATER FOR MAINT 100-182 101 S CAPITOL ST 100-182 101 S CAPITOL ST 100-182 101 S CAPITOL ST 100-182 101 S CAPITOL ST 100-182	392933-0314 392933-0314A	1,041.50 1,127.62 69.97
100-182 9	-533-640 PEST CONTROI MARKLEY'S PEST ELIMINATION*	JUSTICE CENTER 100-182	232046	120.00
A .				

GARBAGE COLLECTION

100-182-533-660

03/12/2014 11:05:27

Page **20**A20300 VAL
03/12/2014 11:05:27

Comty					
Vend-No 100-182-	Vend-Name JUSTICE CENTER (100-18 -533-660	2)	Invoice-Numb	Expense-Amount	
67	WASTE MANAGEMENT*	JUSTICE CENTER 100-182	2545359-2070-9	513.52	
100-182-533-720 BUILDING MAINTENANCE					
17	GRIMM ELECTRIC INC*	CHNGE BALLAST/LAMPS 100-182	TC09-14	2,580.00	
17	GRIMM ELECTRIC INC*	REPR LIGHTS COMM RM 100-182	TC16-14	1,244.44	
17	GRIMM ELECTRIC INC*	REPLACE BALLASTS 100-182	TC18-14	2,580.00	
70	TUCKER PLUMBING*	WALL MOUNT STOOL 100-182	14-483	320.00	
70	TUCKER PLUMBING*	REPR WATER SOFTNR 100-182	14-508	143.00	
80	MENARDS*	SUPPLIES 100-182	58003	601.46	
3398	GRAINGER*	PLUMBING SUPPLIES 100-182	9364744640	78.64	
3398	GRAINGER*	PLUMBING SUPPLIES 100-182	9369746103	923.40	
100-182-	533-731 MECHANICAL F	EQUIP. MAINT			
70726	JOHNSON MECHANICAL SERVICE INC*		27061	93.00	
70726	JOHNSON MECHANICAL SERVICE INC*	REPR GRBGE DISPOSAL 100-182	27106	255.00	
	ENTEC SERVICES INC*	REPR RTU #3 100-182	SIN002978	213.00	
	ENTEC SERVICES INC*	REPR SMKE DMPR GPOD 100-182		280.00	
71382	ENTEC SERVICES INC*	REPR SMKE DMPR GPOD 100-182	SIN003223	101.00	
80442	CUSTOMCARE EQUIPTMENT SALES*	REPR WASHERS 3&4 100-182	21694	231.86	
	CUSTOMCARE EQUIPTMENT SALES*		21707	125.00	
100-182-	.533-733 ELEVATOR MA	INTENANCE			
	KONE INC*	MONTHLY SVC 0214 100-182	221420272A	333.99	
100-182-	-533-734 FIRE EXTING	TISHER MAINT			
	THOMPSON ELECTRONICS CO*		67324	940.00	
9275	THOMPSON ELECTRONICS CO*	FIRE ALRM BATTERIES 100-182	67349	67.50	
2613	THOME DOW BUBCHMONICO CO	I III IIIIII DIII IDIIIDO 100 102	0,919	07.30	
			TOTAL:	52,646.10	

Page **3/**A20300 VAL
03/12/2014 11:05:27

Comty Vend-No	Vend-Name SHERIFF (100-211)		Invoice-Numb	Expense-Amount
100-211- 1203 18465	-522-010 OFFICE SUPPI STAMP MAN SPECIALTIES* STAPLES ADVANTAGE*	LIES DATE STAMP 100-211 LEXMARK TONER 100-211	20788 8028895470	70.85 327.23
100-211- 240 2056 2184 2184 2184	SHERIFF'S PETTY CASH* GETZ FIRE EQUIPMENT* RAY O'HERRON CO INC* RAY O'HERRON CO INC* RAY O'HERRON CO INC*	CAMERA SUPPLIES 100-211	240-0314 I1-658738 1407140-IN 1407626-IN 1408372-IN	9.98 292.75 240.85 262.90 299.96
100-211- 61071	-522-030 BOOKS & RECO	ORDS MORTON DIRECTORY 100-211	83486416	295.00
100-211- 48 238 245 734 734 1394 68793 99365	PRAXAIR DISTRIBUTION INC-465* QUILL CORPORATION* QUILL CORPORATION*	INMATE LAB TESTS/JAN 100-211 INMATE DRUGS 0214 100-211 JAIL OXYGEN 100-211 SUPPLIES/BAL 100-211 SUPPLIES 100-211	980785931	25.97 482.96 21.52 3.41 244.07 174.16 150.83 997.37
100-211- 240 242 17631 17631 99365 99616	-522-100 GASOLINE & GA	SQUAD FUEL 100-211 SQUAD FUEL 0214 100-211 STATES ATTY FUEL 0214 100-211 SHERIFF DPT FUEL 0214 100-211 SQUAD FUEL 0214 100-211 SQUAD FUEL 100-211	81025 81029	65.38 41.57 252.88 13,143.56 147.43 21.70
100-211 51 51 51 51 51	-522-110 UNIFORMS & RILEY*LINDA RILEY*LINDA RILEY*LINDA RILEY*LINDA RILEY*LINDA	GLOVER 100-211 POTTS 100-211	1216 1238 1254 1256 1257	439.80 104.40 16.95 235.85 99.90

03/12/2014 11:05:27

A20300

	Vend-Name SHERIFF (100-211)		Invoice-Numb	Expense-Amount		
100-211- 62	DEKIN CUN & SPORTING COODS INC*	ECCLES 100-211	123913	510.00		
2184	RAY O'HERRON CO INC*	GILLESPIE 100-211		9.95		
79261	BROCK*RICH	REIMB UNIFORM EQUIP 100-211	79261-0314	104.99		
81962	KEMPF*CHRIS	UNIFORM REIMB 100-211 MAHR 100-211	20696223 9838538	117.49		
90608	BROWNELLS INC*	MAHR 100-211	9838538	197.17		
99373	RAY O'HERRON CO INC* BROCK*RICH KEMPF*CHRIS BROWNELLS INC* CHEAPER THAN DIRT*	MCKINNEY 100-211	9821920	613.53		
100-211-	100-211-522-120 WEAPONS & AMMUNITION					
2184	RAY O'HERRON CO INC*	AMMUNITION 100-211	1408368-IN	3,720.00		
100-211-	522-140 DUES & SUBSC	RIPTIONS				
43	THOMSON REUTERS-WEST*	INFO CHRGS 2/14 100-211	829096952	147.95		
100-211-	533-050 HEALTH PROFE	SSIONALS, LTD				
3786 [*]	CORRECTIONAL HEALTHCARE COMPANIES	IMNT HLTH CARE 0414 100-211	IL0031MC0414	22,240.10		
3 786	CORRECTIONAL HEALTHCARE COMPANIES CORRECTIONAL HEALTHCARE COMPANIES	RCNCIL 4TH QUARTER 100-211	IL0031Q413	3,317.63		
3786	CORRECTIONAL HEALTHCARE COMPANIES	IMNT MNTL HLTH 0414 100-211	IL0035MC0414	2,675.43		
100-211-						
74027	A'VIANDS LLC*	INMT MEALS 1/19-1/25 100-211		5,498.34		
	A'VIANDS LLC*	INMT MEALS 1/26-1/31 100-211		4,708.47 13.42		
	A'VIANDS LLC*	KITCHEN SUPPLIES 100-211		13.42		
	A'VIANDS LLC*	INMT MEALS 2/1-2/8 100-211		6,581.78		
	A'VIANDS LLC*	INMT MEALS 2/9-2/15 100-211		5,849.22 5,585.02		
74027	A'VIANDS LLC*	INMT MEALS 2/16-2/22 100-211	69333	5,565.02		
100-211-	-533-700 VEHICLE MAIN	TENANCE				
316	VELDE FORD SALES INC* PEKIN DOWNTOWN CAR WASH* TAZEWELL TOWING INC* TAZEWELL TOWING INC*	REPR 08 FORD TRUCK 100-211	FOCS323126	789.57		
720 2594	PEKIN DOWNTOWN CAR WASH*	SQUAD WASHES 100-211	320290	110.00		
	TAZEWELL TOWING INC*	TOW S90-36 100-211	181990	125.00		
2594	TAZEWELL TOWING INC* E & S COMMUNICATONS INC*	TOW 290-30 100-211 REPR LIGHTBAR 14-5 100-211	182056 14-082	75.00		
85053	E & S COMMUNICATIONS INC* BEST AUTOMOTIVE*	BRAKES/REPRS 13-4 100-211		889.46		
90195 90195	BEST AUTOMOTIVE* BEST AUTOMOTIVE*	MAINT 10-4 100-211	2185	42.99		
90195	BEST AUTOMOTIVE* BEST AUTOMOTIVE*	OIL FILTER 13-8 100-211		10.98		
90195	BEST AUTOMOTIVE*	BRAKES 04-12 100-211	2187	707.52		
90195	BEST AUTOMOTIVE*	MAINT 10-8 100-211	2188	42.99		
90195	BEST AUTOMOTIVE*	BULB 10-7 100-211	2189	3.99		
90195	BEST AUTOMOTIVE*	BRAKES 12-7 100-211	2190	533.89		

Page **23** A20300 VAL 03/12/2014 11:05:27

Claims Docket Expenditure Accounts

Comty Vend-No 100-211-	Vend-Name SHERIFF ((100-211)		Invoice-Numb					
20105	-DDCM AUMOMOMITTE		WIDED DIADE 100_211	21.01	10 99				
90195	BEST AUTOMOTIVE		DDAKEC 11 0 100 211	2102	567 85				
90195	BEST AUTOMOTIVE*		MAINT (MID ELADO 12 11 100-211	2192	67 99				
90195	BEST AUTOMOTIVE*		MAINT/MUD FLAPS 13-11 100-211	2193	42.00				
90195	BEST AUTOMOTIVE*		MAINT 12-/ 100-211	2194	42.99				
90195	BEST AUTOMOTIVE*		BRAKES 08-5 100-211	2195	304.91				
90195	BEST AUTOMOTIVE*		OIL FILTER 13-9 100-211	2196	10.98				
90195	BEST AUTOMOTIVE*		WIPER BLADES 10-4 100-211	2197	21.98				
90195	BEST AUTOMOTIVE*		TURN SGNL BULB 04-11 100-211	2198	5.99				
90195	BEST AUTOMOTIVE*		MAINT 12-2 100-211	2199	42.99				
90195	BEST AUTOMOTIVE*		MAINT 13-10 100-211	2200	42.99				
90195	BEST AUTOMOTIVE*		MAINT 07-3 100-211	2201	42.99				
91311	LET IT SHINE LLC*		WIPER BLADE 100-211 BRAKES 11-8 100-211 MAINT/MUD FLAPS 13-11 100-211 MAINT 12-7 100-211 BRAKES 08-5 100-211 OIL FILTER 13-9 100-211 WIPER BLADES 10-4 100-211 TURN SGNL BULB 04-11 100-211 MAINT 12-2 100-211 MAINT 13-10 100-211 MAINT 07-3 100-211 SQUAD WASHES 0214 100-211	1403-2046	80.00				
100-211-	533-760	RADIO MAINTE	NANCE						
230	MOYER ELECTRONICS IN	IC*	INVERTER & FUSE 13-5 100-211	11527	226.20				
230	MOYER ELECTRONICS IN	IC*	REPR SIREN 11-8 100-211	11534	37.50				
11452	APPLIED CONCEPTS INC	*	ANTENNA CABLE 100-211	249294	247.00				
85053	E (C COMMINICATIONS INC*		NEW SOUAD 14-4 SETUP 100-211	14-034	1,365.20				
85053	E & S COMMUNICATIONS	INC*	NEW SOUAD 14-5 SETUP 100-211	14-070	1,351.15				
85053	E (S COMMUNICATIONS	INC*	STRIP OUT SOUAD 10-3 100-211	14-071	300.00				
85053	E & S COMMUNICATIONS INC*		NEW SOUAD 14-6 SETTIP 100-211	14-080	1.362.70				
98039	E & S COMMUNICATIONS INC.		PADAR DISPLAY BOARD 100-211	15915	125.00				
98039	9 OHIO CALIBRATION LABORATORIES*		RADAR CONNECTOR 100-211	15916	74.50				
100-211-533-760 RADIO MAINTENANCE 230 MOYER ELECTRONICS INC* INVERTER & FUSE 13-5 100-211 11527 226.20 230 MOYER ELECTRONICS INC* REPR SIREN 11-8 100-211 11534 37.50 11452 APPLIED CONCEPTS INC* ANTENNA CABLE 100-211 249294 247.00 85053 E & S COMMUNICATONS INC* NEW SQUAD 14-4 SETUP 100-211 14-034 1,365.20 85053 E & S COMMUNICATONS INC* NEW SQUAD 14-5 SETUP 100-211 14-070 1,351.15 85053 E & S COMMUNICATONS INC* NEW SQUAD 10-3 100-211 14-071 300.00 85053 E & S COMMUNICATONS INC* NEW SQUAD 14-6 SETUP 100-211 14-080 1,362.70 98039 OHIO CALIBRATION LABORATORIES* RADAR DISPLAY BOARD 100-211 15915 125.00 98039 OHIO CALIBRATION LABORATORIES* RADAR CONNECTOR 100-211 15916 74.50 100-211-533-960 MERIT COMMISSION 108 PEKIN DAILY TIMES* AD DEPUTY/CLERICAL 100-211 228 932.40 63602 CAMPION BARROW & ASSOCIATES* DEPUTY EVALUATION 100-211 1-0314 300.00 82236 TERRENCE G MCCANN & ASSOC* POLYGRAPH CLERCL APS 100-211 1-0314 300.00									
100-211-	-533-960	MERIT COMMIS	SSION		032 40				
108	PEKIN DAILY TIMES*		AD DEPUTY/CLERICAL 100-211	228	932.40				
63602	CAMPION BARROW & ASS	SOCIATES*	DEPUTY EVALUATION 100-211	011296	2,200.00				
82236	TERRENCE G MCCANN &	ASSOC*	POLYGRAPH CLERCL APS 100-211	1-0314	300.00				
100-211-544-003 LAW ENFORCEMENT TECHNOLOGY 69762 SUNGARD PUBLIC SECTOR* SOFTWARE MAINT 100-211 7777 4,313.66 99616 VISA* MICROPHONES 100-211 5517-0314A 57.21									
69762	SUNGARD PUBLIC SECTO)R*	SOFTWARE MAINT 100-211	7777	4,313.66				
99616	VISA*		MICROPHONES 100-211	5517-0314A	57.21				
				Ψ∩ΨΔΙ.•	98 031 28				
TOTAL: 98,031.28 100-211-522-011 FIELD SUPPLIES 827 SECRETARY OF STATE TITLE/PLATES ULRICH 100-211 190.00 CHECK #4647 02/28/3									
100-211-	522-011	ETETD SOLLTE	LD		100.00	CURCK #1.61.7 02/20/11			
	SECRETARY OF STATE				190.00	UREUK #404/ UZ/Z8/14			
and the second s									
100-211-522-110 UNIFORMS & CLOTHING 18701 RANDY MAHR REIMB MAG CHARGER 100-211 138.97 CHECK #4629						CHECK #4629 02/19/14			
10/01	MINI HAIR	MALID RIAG OIL	IIIOMII IOO AII		,				

MANUAL TOTAL:

328.97

GRAND TOTAL:

98,360.25

Page **34** A20300 VAL 03/12/2014 11:05:27

Claims Docket Expenditure Accounts

Comty Vend-No	Vend-Name E.M.A. (10	00-213)			Invoice-Numb ·	Expense-Amount	
100-213-	-533-620	GAS & ELECTR	RIC				
7	AMEREN ILLINOIS*		EMA 100-213		3468814495-0314	323.33	
7	AMEREN ILLINOIS*		SHERIFF REAR	UNIT 100-213	5064963774-0314	251.69	
7	AMEREN ILLINOIS*		EMA 100-213		5918993212-0314	98.34	
7	AMEREN ILLINOIS*		EMA 100-213		8964336175-0314	40.21	
84567	NOBLE AMERICAS ENERGY	SOLUTIONS*	ACCT 212360	EMA 100-213	140420003422042	182.13	
100-213-544-005 DISASTER RECOVERY							
17	GRIMM ELECTRIC INC*		EMA/DISASTER	RELIEF 100-213	TC05-14	10,139.12	
					TOTAL:	11,034.82	
100-213-533-620 GAS & ELECTRIC							
84567 NOBLE AMERICAS ENERGY SOL. ACCT 212360 EMA 100-213 295.08 CHECK #4621 02/14/14							

GRAND TOTAL:

11,329.90

Claims Docket Expenditure Accounts A20300 VAL 03/12/2014 11:05:27

Comty Vend-No	Vend-Name	COURT SEC	URITY (100-21	.4)	Invoice	-Numb	Expense-Amount
100-214- 1265 1265		UNICATIONS UNICATIONS		SERVICE CORNR RADIO SRV 0114 100-214 SHERFF RADIO SRV 0114 100-214	10829 10831		29.38 1,395.55
						ΤΩΤΩΤ.•	1,424,93

Page **26**A20300 VAL
03/12/2014 11:05:27

Comty Vend-No Vend-Name PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
100-230-522-100 GASOLINE/OIL 17631 TAZEWELL COUNTY HIGHWAY* FUEL FOR 02/14 100-230	81026	160.72
100-230-533-080 WORK RELEASE/ELECTRONIC MON 333 BI INC* HM MONRTNG FEES 0214 100-230 90624 CAM SYSTEMS* GPS MONITORING 01/14 100-230		1,969.73 618.50
100-230-533-180 MEDICAL SERVICES 10816 PEORIA COUNTY JUVENILE DETENTION* JUVENILE PHYSICALS 100-230 10816 PEORIA COUNTY JUVENILE DETENTION* JUV PHYSICALS/MED 100-230 16867 REDWOOD TOXICOLOGY LABORATORY INC* DRUG SCREENS 01/14 100-230 16867 REDWOOD TOXICOLOGY LABORATORY INC* DRUG SCREENS 0214 100-230 87937 AMERICAN SCREENING CORP* K2 DRUG TST STCKS 100-230 99601 GREAT LAKES LABS* DRUG TEST SUPPLIES 100-230	10816-0314A 10816-0314B 00341720141 341720142 276767 96245	160.00 114.00 538.47 525.00 300.00 2,975.22
100-230-533-220 T/PCCC 1265 RAGAN COMMUNICATIONS INC* SV CHRG PORT/MBLS 100-230		470.08
100-230-533-700 VEHICLE MAINTENANCE 228 RAY DENNISON CHEVROLET INC* ACCT 44637 WPR BLDS 100-230	CVCS386724	24.18
100-230-533-910 TRAINING 97076 AAIM EMPLOYERS ASSOCIATION* REG LBR RELATIONS 100-230 102444 VISA* REG TRAUMA WRKSP 100-230 102444 VISA* REG OFFCR/INTRNS WIU 100-230	136290 0424-0314 0424-0314C	199.00 30.00 260.00
100-230-533-979 CTR FOR PREVENTION OF ABUSE 1218 CENTER FOR PREVENTION OF ABUSE* DV PRGM EXP 02/14 100-230	1218-0314	2,062.56
100-230-544-000 COMPUTER HARDWARE/SOFTWARE 87 SEICO INC* GLOBAL TRCKNG 03/14 100-230 350 SOLUTION SPECIALTIES INC* NETWK /UPDTS/MAINT 100-230	84113 168605737010496	231.00 301.95
100-230-544-001 MISC EQUIPMENT 89525 SYMBOL ARTS* DIRECTOR BADGE 100-230	0207129-IN	107.00
100-230-544-002 OFFICER SAFETY EQUIPMENT 51 RILEY*LINDA OFFICER EQUIPMENT 100-230	1261	54.90

A20300 03/12/2014 11:05:27

Claims Docket Expenditure Accounts

Comty

Vend-No Vend-Name PROBATION UPGRADE (100-230)

Invoice-Numb

Expense-Amount

102444

VISA*

HANDCUFF KEYS 100-230

0424-0314A

79.68

TOTAL:

11,181.99

100-230-533-910 16681 **IPCSA**

TRAINING

2014 MEMBERSHIP DUES 100-230

675.00 CHECK #4642 02/28/14

Page 27

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GRAND TOTAL:

11,856.99

Claims Docket Expenditure Accounts Page **28** A20300 VAL 03/12/2014 11:05:27

Comty Vend-No	Vend-Name COURT SERVICES (100-23	1)	Invoice-Numb	Expense-Amount
100-231- 10816 10816	533-070 DETENTION PEORIA COUNTY JUVENILE DETENTION* PEORIA COUNTY JUVENILE DETENTION*	JUV DETENTION 0114 100-231 JUV DTNTN/TRNSPT 0214 100-231	10816-0314 10816-0314C	14,700.00 15,444.00
100-231- 337 102444	533-090 DRUG COURT E TAZWOOD MENTAL HEALTH CENTER* VISA*	EXPENSES DRUG COURT EXP 02/14 100-231 TOKENS/DRUG CRT 100-231	337-0314 0424-0314B	9,496.03 13.55
100-231-	-533-190 PRIVATE HOME	S & INSTITUTIONS		
345	ARROWHEAD RANCH*	JUV PLACEMNT 02/14 100-231	0002980-IN	4,615.24
93950	ABC COUNSELING & FAMILY SVCS*	JUV SEX OFF PGM 0314 100-231	93950-0314	5,500.00
93950	ABC COUNSELING & FAMILY SVCS*	JUV BK TCK PGM 0314 100-231	93950-0314A	3,600.00
102349	OGLE COUNTY DEPENDANT CHILDREN*	JUVNLE PLCEMNT 02/14 100-231	102349-0314	3,220.00
102349	OGLE COUNTY DEPENDANT CHILDREN*	JUVNLE PLCEMNT 02/14 100-231	102349-0314A	1,265.00
			TOTAL:	57,853.82

Claims Docket Expenditure Accounts Page **29** A20300 VAL 03/12/2014 11:05:27

Comty

Vend-No Vend-Name LEGAL SERVICES (100-232)

Invoice-Numb

Expense-Amount

100-232-522-010

OFFICE SUPPLIES

17255 CDS OFFICE TECHNOLOGIES*

TN670 TONER CART/2 100-232

INV0830051

112.64

TOTAL:

112.64

Page **30** A20300 VAL 03/12/2014 11:05:27

Comty Vend-No Vend-Name CORONER (100-252)	Invoice-Numb	Expense-Amount
100-252-522-010 OFFICE SUPPLIES 94456 INDEPENDENT STATIONERS* FAX MACHINE TONER 100-252	IN-397502	63.07
100-252-522-100 GASOLINE 17631 TAZEWELL COUNTY HIGHWAY* FEB FUEL/SQUADS 100-252	81027	192.00
PATHOLOGY EXPENSE 95122 DENTON MD*J SCOTT 95122 DENTON MD*J SCOTT 95122 DENTON MD*J SCOTT 95122 DENTON MD*J SCOTT 95123 BELCHER*WILLIAM K 96717 AMANDA J YOUMANS DO INC* 96717 AMANDA J YOUMANS DO INC*	N-14-018 N-14-059 N-14-078 N-14-078/079 N14-120/125/133 N-13-735 N-13-759 N-13-767 N-14-013 N-14-023 N-14-033	895.00 945.00 945.00
100-252-533-021 TOXICOLOGY LAB EXPENSE 9679 SLU DEPT OF PATHOLOGY* NOV 13 TOX 100-252 9679 SLU DEPT OF PATHOLOGY* JANUARY TOX REPT 100-252		125.00 530.00
100-252-533-022 MORGUE USE EXPENSE 96715 MCLEAN COUNTY CORONER'S OFFICE* FEB MORGUE USE 100-252	14-034	1,100.00
100-252-533-300 MILEAGE 99634 DICKERSON*ELIZA MILEAGE/DICKERSON 100-252	99634-0314	87.36
100-252-533-370 BODY REMOVAL 99416 MORGAN-JONES MORTUARY SVCS* FEB BODY REMOVL 100-252	1235	1,770.00
100-252-533-700 VEHICLE MAINTENANCE 316 VELDE FORD SALES INC* OIL CHANGE CHF DEPY 100-252 316 VELDE FORD SALES INC* CHF DEPTY SQUAD 100-252 99412 WAMSLEY*ROD CAR WASH REIMB 100-252	FOCS323459 FOCS323592 99412-0314	42.77 50.85 16.00
	TOTAL:	13,132.05

A20300 03/12/2014

Page **3/** VAL 4 11:05:27

Claims Docket Expenditure Accounts

Comty Vend-No Vend-Name R.O.E. (100-711)

Invoice-Numb

Expense-Amount

100-711-533-300 12814 OWEN*GA

67086

OWEN*GAIL S

HOUCHIN*ROBIN G

MILEAGE

JANUARY MILEAGE 100-711 FEBRUARY MILEAGE 100-711

12814-0314 67086-0314 252.88

TOTAL:

283.68

Claims Docket Expenditure Accounts Page **32** A20300 VAL 03/12/2014 11:05:27

Comty Vend-No	Vend-Name COURTS (10	00-800)		Invoice-Numb	Expense-Amount
100-800- 76	-522-010 PURITAN SPRINGS WATER	OFFICE SUPPL	IES WATER 100-800	1447952-0314	12.00
100-800 91607	-522-040 MOESSNER*COURTNEY	JUROR FOOD	CHAMBER ACDMY FOOD 100-800	91607-0314	16.66
100-800- 10102 102449	-533-120 BREWER*DAWN ANDERSON LAW OFFICES*	ATTORNEY FEE	S ADOPTION 12 AD 27 100-800 13 OP 1022 100-800	12-13-27 13-09-1022	2,106.48 1,680.00
100-800- 2149 4529	-533-140 SHANE*JULIA LEE CSR*DONNA M	COURT REPORT	ING FEES 11JA118/119/120/ 100-800 11JA118/119/120/ 100-800	11JA118-119-120 11JA118-119-120	448.00 332.50
100-800 2482	-533-170 ZAVALA*CATALINA	WITNESS FEES	SPANISH INTERPRETER 100-800	13-DT-226	65.00
100-800 9709	-544-000 GEORGE O PASQUEL CO*	MISC. EQUIPM	ENT COFFEE SUPPLIES 100-800	1067859	87.22
				TOTAL:	4,747.86

Page **33** A20300 VAL 03/12/2014 11:05:27

Claims Docket Expenditure Accounts

Comty Vend-No	Comty Vend-No Vend-Name COUNTY GENERAL (100-913)			Invoice-Numb	Expense-Amount
100-913- 734 734 734 94456 94456	522-010 QUILL CORPORATION* QUILL CORPORATION* QUILL CORPORATION* INDEPENDENT STATIONER: INDEPENDENT STATIONER:	S*	SUPPLIES 100-913 SUPPLIES 100-913 SUPPLIES 100-913 SUPPLIES 100-913 SUPPLIES 100-913	9485385 9564980 9894056 IN-392162 IN-394420	24.29 105.54 188.85 58.02 207.77
100-913- 94026	522-015 HIGGINS*JOHN T	SERVICE RECO	ENITION AWARDS SRV AWARD CATALOG 100-913	02112014-224	159.42
100-913- 734 734 734 734 734 734 70738	QUILL CORPORATION* VISA*		TECH SUPPLIES100-913 TECH SUPPLIES100-913 TECH SUPPLIES100-913 TECH SUPPLIES100-913 TECH SUPPLIES100-913 TECH SUPPLIES100-913 TECH SUPPLIES 100-913 TECH SUPPLIES 100-913	9412334 9565078 9595842 9600799 9616604 9617982 9831090 9907-0314	843.01 170.00 219.69 64.87 54.48 62.84 626.35 31.87
150 150 150 150	MIDLAND PAPER* MIDLAND PAPER* MIDLAND PAPER*	COLL FINCHINE	COPY PAPER 100-913 COPY PAPER 100-913 COPY PAPER 100-913	35113960 35113970 35139390	728.00 1,142.00 3,426.00
100-913- 9464 16290 93140 93140 101588 101588	-533-010 COMMUNICATION REVOLVI SOFTWARE TECHNOLOGY I COMCAST CABLE* COMCAST CABLE* ITV3- INC*	COMPUTER CON' NG FUND* NC*	IRACT INTRNT SVC 0114 100-193 LICENSE FEE (ROE) 100-913 CABLE TV 100-913 HIGH SPEED INTERNET 100-913 FIBER INTRNT SVC 100-913 FIBER INTRNT SVC 100-913	T1422058 96477 0047517-0314A 0262223-0314 900367-1 907029-1	170.00 795.00 1.99 86.90 1,659.60 2,759.55
100-913- 61813 61813	DDONCTIVE TECHNOLOGY	SYSTEMS CONS GROUP, LTD* GROUP, LTD*	ULTANT HELP DESK 2/7 100-913 HELP DESK 2/17 100-913	8106 8113	165.00 715.00

POSTAGE

100-913-533-210

Page **34** A20300 VAL 03/12/2014 11:05:27

Comty Vend-No	Vend-Name COUNTY GENERAL (100-91	3)	Invoice-Numb	Expense-Amount	
100-913.				010.00	
12217 70675	FARLEY*FRANK X UNITED STATES POSTAL SERVICE*	IST CLASS PRESORT 100-913	82699	218.66	
/06/5	UNITED STATES POSTAL SERVICE*	FEBRUARY POSTAGE 100-913	/06/5-0314	5,877.00	
100-913-	COPY MACHINE DIGITAL COPY SYSTEMS LLC* DIGITAL COPY SYSTEMS LLC* DIGITAL COPY SYSTEMS LLC*	MAINTENANCE/USAGE			
90611	DIGITAL COPY SYSTEMS LLC*	MAR/14 LSE CONTRCT 100-913	CNINI28647	3,284.90	
90611	DIGITAL COPY SYSTEMS LLC*	MAR/14 MAINT CONTRCT 100-913	CNINI28648	1,430.00	
90611	DIGITAL COPY SYSTEMS LLC*	FEB/14 COPY COUNT 100-913	CNINI28649	1,123.97	
100-913-	CENTRAL ILLINOIS POLICE TRAINING COLLETT*BRYAN VISA* VISA* NORTHWESTERN UNIVERSITY* AAIM EMPLOYERS ASSOCIATION* VISA* VISA* VISA* VISA* MCNEIL*CHRISTOPHER	RAVEL/TRAINING	260 0214	2 440 00	
362	CENTRAL ILLINOIS POLICE TRAINING C	FY2015 MEMBSP/SHRIFF 100-913	362-0314	3,440.00	
61991	COLLETT*BRYAN	REIM SAR TRNG/EMA 100-913	61991-0314	90.40	
90609	VISA*	CONF REG FEE/ULRICH 100-913	1011-0314	350.00	
90609	VISA*	CONF REG FEE/LOWER 100-913	1011-0314A	350.00	
94148	NORTHWESTERN UNIVERSITY*	GRAD LUNCH/SHERIFF 100-913	23261	18.00	
97076	AAIM EMPLOYERS ASSOCIATION*	TRAINING/HR 100-913	136190	1/5.00	
100425	VISA*	FUEL/CORONER MTG 100-913	6523-0314	33.87	
100425	VISA*	HOTEL ROD/CORONER 100-913	6523-0314A	137.20	
100425	VISA*	HOTEL JEFF/CORONER 100-913	6523-0314B	137.20	
102442	MCNEIL*CHRISTOPHER	IPOC CONF/COMM DEV 100-913	102442-0314	109.76	•
100-913-					
61281		PROFESSIONAL SVCS 100-913	11323830	576.19	
100-913-	-533-976 COMPREHENSIV	JE ECON DEV (CEDS)			
828	EDC INC*	VE ECON DEV (CEDS) EDA GRANT MATCH 100-913	447-CEDS	21,289.00	
100-913-	COMPREHENSIVE EDC INC* -544-000 TECHNOLOGY OF COMMENT INC* CDW GOVERNMENT INC* CDW GOVERNMENT INC* BARRACUDA NETWORKS INC*	JPGRADES			
62557	CDW GOVERNMENT INC*	FIBER CABLES 100-913	JW06208	52.99	
62557	CDW GOVERNMENT INC*	ADAPTERS 100-913	JW12279	309.99	
62557	CDW GOVERNMENT INC*	WIRELESS EOUIP 100-913	JW43610	2,807.99	
77144	BARRACUDA NETWORKS INC*	REPLCMT BARRACUDA 100-913	949573	6,749.00	
100-913-	-544-002 SOFTWARE/LIG	CENSES		606.04	
62557	-544-002 SOFTWARE/LIC CDW GOVERNMENT INC*	MS SRV LICENSES 100-913	JM21328	686.84	
			TOTAL:	63,714.00	
656	-533-210 POSTAGE UNITED PARCEL SERVICE	SHIPPING/SUPPLIES 100-913		2,000,00	CHECK #4630 02/19/14
100-913	-533-910 EDUCATION/TRA IL PROPERTY ASSESSMENT CAELYN DEEB-DIVER CAELYN DEEB-DIVER	AVEL/TRAINING			
1214	IL PROPERTY ASSESSMENT	EMPLOYEE CLASSES/ASSESSMENTS	100-913	2,080,00	CHECK #4643 02/28/14
2985	CAFI VN DEFR_DIVED	MATE ET I AIDERDATE C/A 100-013	}	461 50	CHECK #4631 02/19/14
	CYELAN DEED DIMED	ATDEADE C/A 100 012	,	500 50	CHECK #4644 02/28/14
2985	CWELIN DEER-DIARK	AIKLAKE 9/A IOO-313		203.20	GHEGK #4044 UZ/Z0/14

TAZEWELL COUNTY Claims Docket Expenditure Accounts

Comty Vend-No	Vend-Name COUNTY GENERAL (100-913)	Invoice Numb	Expense-Amount
100-913-533	-910 EDUCATION/TRAVEL/	TRAINING	
11234	NATIONAL DISTRICT ATTY ASSOC.	REG. CAELYN S/A 100-913	595.00 CHECK #4632 02/19/14
78594	TIM NEUHAUSER	M&IE DC BOARD 100-111	248.50 CHECK #4622 02/14/14
7859 4 78594	TIM NEUHAUSER	REG/FLIGHT NACO CO BD 100-913	1,153.79 CHECK #4633 02/19/14
99634	ELIZA DICKERSON	MEALS TRNG ST LOUIS/CORONER 100-913	302.50 CHECK #4623 02/14/14
		M&IE SHERIFF 100-913	1,227.50 CHECK #4624 02/14/14
102350	JASON KEDZIOR	DECATUR CONF/COMM DEVEL 100-913	25.00 CHECK #4645 02/28/14
102442	CHRISTOPHER MCNEIL	DECATOR COMMODEVEE 100-010	105.00 011201111010 02/20/11

SUBURBAN BUILDING OFF.

102443

MANUAL TOTAL:

REG MCNEIL/COMM DEVEL 100-913

8,728.29

125.00 CHECK #4646 02/28/14

GRAND TOTAL:

72,442.29

Page **36** A20300 VAL 03/12/2014 11:05:27

Comty Vend-No Ve	end-Name HIGHWAY (202-311)	d .	Invoice-Numb	Expense-Amount
20109 RI 20547 S' 20547 S' 20890 QI	22-010 OFFICE SUPPL RELIABLE OFFICE SUPPLIES* RELIABLE OFFICE SUPPLIES* STAPLES* STAPLES* QUILL CORP* QUILL CORP*	IES OFFICE SUPPLIES 202-311 SPOONS 202-311 MOUSE 202-311 ETHERNET CABLES 202-311 INK 202-311 PLOTTER INK 202-311	FGM56500 FGM56501 8306 960249151 9746483 9784173	67.51 17.68 44.98 23.96 249.98 114.81
202-311-523 20545 Y	22-100 FUEL CODER OIL INC*	FUEL 202-311	24333	25,719.55
202-311-523 20172 Ti	2-121 FIELD ENGINE PROXLER ELECTRONIC LABORATORIES*	ER EXPENSE CALIBRATION 202-311	32727	586.81
20031 L. 20031 L. 20041 P. 20066 A. 20718 P.	MAINTENANCE LAWSON PRODUCTS INC* LAWSON PRODUCTS INC* LAWSON PRODUCTS INC* PRAXAIR DISTRIBUTION INC-465* ATLAS SUPPLY COMPANY* PURITAN SPRINGS* QUILL CORP*	SHOP SUPPLIES 202-311 SHOP SUPPLIES 202-311 SHOP SUPPLIES 202-311	9302217783 9302247646 9302264453 48613977 155559 1241231-0314 9746391	276.59 498.40 316.65 21.53 283.70 64.25 55.47
20137 I 20137 I 20137 I 20137 I 20208 F 20208 F 20549 T 20549 T 20627 S 20661 G 20796 C 20798 N	BUILDING MAI AMEREN ILLINOIS* ILLINOIS AMERICAN WATER COMPANY* ILLINOIS AMERICAN WATER COMPANY* ILLINOIS AMERICAN WATER COMPANY* ILLINOIS AMERICAN WATER COMPANY* FRONTIER* FRONTIER* IUCKER PLUMBING* IUCKER PLUMBING* GCOTT*STEPHEN GRIMM ELECTRIC INC* CENTRAL HEATING AIR CONDITIONING* NOBLE AMERICAS ENERGY SOLUTIONS* AMERICAN PEST CONTROL INC*	MONTHLY SRVC 202-311 MONTHLY SVC 202-311 URINAL REPR 202-311 REPR BCKFLOW PREVTR 202-311 MO SERVICE 202-311 HOIST MOTOR/SHOP 202-311	58007-0114 542783-0214 81427-0214 81458-0214 81489-0214 9255532-0214 9255532-0314 14-500 14-501 314 TC9-14 12314 140420003422038 1451000-0214	4,359.88 30.15 62.64 28.70 62.64 324.43 222.67 143.00 150.00 500.00 3,795.71 2,132.50 282.83 50.00

Comty							
Vend-No	Vend-Name HIGHWAY (202–311)	•	Invoice-Numb	Expense-Amount		
20917	X WASTE INC*		MONTHLY SVC 202-311	224484	72.80		
202-311-	533-730	EQUIPMENT MA	INTENANCE RESEAL 202-311 EXHAUST/BRAKE PRTS 202-311 ALARM 202-311 HYD MOTOR 202-311 HYD MOTOR 202-311 AUGER HYD MOTOR 202-311 SNOW BLADE 202-311 TIRE REPAIR 202-311 PREVENTATIVE MAINT 202-311 FILTERS 202-311 VALVES 202-311 GENERATOR REPR 202-311 FILTERS/BULBS 202-311 FILTERS/BULBS 202-311 HDLGHTS/TRANS FLUSH 202-311 CLAMPS 202-311 SEAL KIT 202-311 STARTER/NOZZLES 202-311 #25 TOW TO SHOP 202-311 #25 TOW SHOP TO CAT 202-311				
20009	AUTO GLASS OF ILLINOI	S*	RESEAL 202-311	19952	50.00		
20010	MUTUAL WHEEL CO*		EXHAUST/BRAKE PRTS 202-311	2753599	160.86		
20010	MUTUAL WHEEL CO*		ALARM 202-311	2754041	49.48		
20016	FORCE AMERICA DISTRIB	UTING LLC*	HYD MOTOR 202-311	4148941	309.57		
20016	FORCE AMERICA DISTRIB	UTING LLC*	HYD MOTOR 202-311	4149229	309.69		
20016	FORCE AMERICA DISTRIB	UTING LLC*	AUGER HYD MOTOR 202-311	4149263	672.06		
20052	WISSMILLER & EVANS RD	EQUIP INC*	SNOW BLADE 202-311	9129	1,149.80		
20076	TREMONT OIL CO*		TIRE REPAIR 202-311	122282	35.00		
20181	ILLINOIS OIL MARKETIN	G EQUIP INC*	PREVENTATIVE MAINT 202-311	81228-IN	625.00		
20267	ALTORFER INC*		FILTERS 202-311	PC020316613	532.31		
20267	ALTORFER INC*		VALVES 202-311	PC330080445	85.35		
20267	ALTORFER INC*		GENERATOR REPR 202-311	WO430018645	319.50		
20555	CARQUEST AUTO PARTS*		FILTERS 202-311	6607-129978	91.77		
20555	CARQUEST AUTO PARTS*		FILTERS/BULBS 202-311	6607-130636	119.62		
20617	R & N AUTO REPAIR INC	*	HDLGHTS/TRANS FLUSH 202-311	10776	278.89		
20726	CIT GROUP INC*		CLAMPS 202-311	MI72380	45.96		
20726	CIT GROUP INC*		SEAL KIT 202-311	MI72886	365.63		
20726	CIT GROUP INC*		STARTER/NOZZLES 202-311	MI73825	500.10		
20813	JOE'S TOWING & RECOVE	RY*	#25 TOW TO SHOP 202-311	375499	250.00		
20813	JOE'S TOWING & RECOVE	RY*	#25 TOW SHOP TO CAT 202-311	375514	250.00		
202-311-	-533-740	HIGHWAY MAIN	TENANCE				
20003	VERIZON WIRELESS*		MONTHLY SVC 202-311				
202-311-	-533-900	CONFERENCE &	SEMINARS				
20085	IACE*		SEMINARS ANNUAL CONFERENCE 202-311	4302014	75.00		
202-311-	-544-000	NEW EOUIPMEN	T				
20495	CATERPILLAR FINANCIAL	SERV CORP*	#16 BACKHOE LEASE 202-311	414	376.45		
202-311-	-544-110	ROAD IMPROVE	MENT .				
20762	QPR*		PAVEMENT REPR 202-311	10198525	69.62		
20829	ALLEN*DOUGLAS		SIGNS 202-311	1031	269.69		
20855	QPR* ALLEN*DOUGLAS SCIORTINO*JESI		PAVEMENT REPR 202-311 SIGNS 202-311 MILEAGE 202-311	JS314	57.40		
202-311-	-544-120	DEBT SERVICE	S - INTEREST				
	202-311-544-120 DEBT SERVICES - INTEREST						

Claims Docket Expenditure Accounts Page **38**A20300 VAL
03/12/2014 11:05:27

Comty Vend-No Vend-Name HIGHWAY (202-311) Invoice-Numb Expense-Amount 202-311-544-120 298.99 950 INTEREST 32 202-311 950INT32 20680 CATERPILLAR FINANCIAL SVC CORP* 202-311-544-125 DEBT SERVICES- PRINCIPAL 1,776.25 950 PRINCIPAL 32 202-311 CATERPILLAR FINANCIAL SVC CORP* 950PRNCPL32 20680

TOTAL: 50,148.29

Claims Docket Expenditure Accounts Page **39**A20300 VAL
03/12/2014 11:05:27

Vend-No Vend-Name MOTOR FUEL TAX FUND (203-311) Invoice-Numb	Expense-Amount
203-311-533-300 MILEAGE 20666 ANDERSON*JOHN J FEBURARY MILEAGE 203-311 JA0214	271.60
203-311-533-740 HIGHWAY MAINTENANCE	
20663 CARGILL INC* 13-00000-04-GM/SALT 203-311 2901564693	6,572.30
20663 CARGILL INC* 13-00000-04-GM/SALT 203-311 2901567147	6,660.17
20663 CARGILL INC* 13-00000-04-GM/SALT 203-311 2901570024	8,245.62
20663 CARGILL INC* 13-00000-04-GM/SALT 203-311 2901596068	11,526.81
20663 CARGILL INC* 13-00000-04-GM/SALT 203-311 2901598402	11,616.00
TOT	'AL: 44,892.50

Claims Docket Expenditure Accounts Page **4/0**A20300 VAL
03/12/2014 11:05:27

17,473.79

TOTAL:

Comty Vend-No Vend-Name	COUNTY BRIDGE FUND	(205–311)	Invoice-Numb	Expense-Amount
205-311-533-150 20372 HLR* 20689 FEHR GRAHA	ENGINEER	CONSULTANT 07-00010-12-ES/MNTO RD 205-311 13-09000-00BR/CNTR RD 205-311		12,293.61 5,180.18

Claims Docket Expenditure Accounts Page **///**A20300 VAL
03/12/2014 11:05:27

Comty Vend-No	Vend-Name	MATCHIN	G TAX FUND	(206-311)	Invoice-Numb	Expense-Amount
206-311-				PROVEMENT	100007	115 040 20
20623 20623	TREASURER TREASURER			07-00069-00-WR/CENTNL 206-311 10-00076-00-RS/DEEMCK 206-311		115,942.39 27,974.14
206-311-	544-115		WAGONSE	LLER ROAD GRANT		
20055	CHRISTOPHI	ER B BURKE	E ENG LTD*	WAGONSELLER STUDY 206-311	114787	870.00
20055	CHRISTOPHI	ER B BURKE	E ENG LTD*	11-00014-00-FP/MNTO 206-311	114788	145.00
					TOTA	L: 144,931.53

Comty Vend-No Vend-Name VETERANS	(208–422)		Invoice-Numb	Expense-Amount
208-422-522-010 734 QUILL CORPORATION*	OFFICE SUPPL	IES OFFICE SUPPLIES 208-422	7441286	5.99
208-422-533-200 5411 CENTURYLINK*	TELEPHONE	LONG DISTANCE SVC 208-422	304006043-0314	101.47
208-422-533-210 70675 UNITED STATES POSTAL	POSTAGE SERVICE*	FEBRUARY POSTAGE 208-422	70675-0314A	. 23.00
208-422-533-300 38 SAAL*STEVE	MILEAGE	FEBRUARY MILEAGE 208-422	38-0314	241.92
208-422-533-970 277 STROPES REALTY* 277 STROPES REALTY* 10510 MAJORS*RICHARD 10675 CRAFTON*HAROLD L 10855 FREEMAN*PEGGY S 11499 DION*KARL 14904 WHITE*ALAN G 62756 HENDRIX*JOE E 68101 EDGEWOOD TERRACE* 68339 FARROW*ROLAND 68799 SCHMIDT*MARLIES 69397 BROOKS*TONI L 71412 DRAFFEN*PHILLIP J 71412 DRAFFEN*PHILLIP J 72165 VISTA VILLA* 73196 CARNAHAN*BILL 73898 TRUCKENMILLER*LARRY 81303 KEGLEY*CHRISTOPHER C 82951 KRUMHOLZ*JOAN & BILL 82951 KRUMHOLZ*JOAN & BILL 87060 DITTMER*PHYLLIS 87627 UPPOLE*GARY L 90673 JOHNSON*NEIL C 92391 TEMPLE*VICTOR & LORI		PARTIAL RENT ASST 208-422 PARTIAL RENT ASST 208-422 PARTIAL RENT ASST 208-422 PARTIAL RENT ASST 208-422	20084 20093 20085 20087 20114 20112 20088 20105 20099 20115 20111 20113 20083 20116 20090 20104 20101 20107 20095 20110 20097 20091 20108 20098	210.00 210.00 210.00 210.00 210.00 210.00 210.00 210.00 210.00 210.00 330.00 210.00 330.00 210.00 330.00 210.00 330.00 210.00 330.00 210.00

Page 43 VAL A20300 03/12/2014 11:05:27

Comty Vend-No	Vend-Name VETERANS (208-422)		Invoice-Numb	Expense-Amount
208-422-	-533-970	PARTIAL RENT ASST 208-422	20096	210.00
92906	SHELBY*KEVIN		20109	210.00
96249	CLANCY*ERIC	PARTIAL RENT ASST 208-422		
99624	FANNIE E APARTMENTS*	PARTIAL RENT ASST 208-422	20094	250.00
99817	COUNTRY SIDE ESTATES OF MACKINAW L	PARTIAL RENT ASST 208-422	20103	210.00
100878	HARMS*HELENA	PARTIAL RENT ASST 208-422	20092	330.00
101110	HANCOCK*TRAVIS	PARTIAL RENT ASST 208-422	20086	210.00
101990	HICKMAN*DAVE	PARTIAL RENT ASST 208-422	20102	210.00
102347	EDUCATIONAL FOUNDATION LLC*	PARTIAL RENT ASST 208-422	20100	330.00
102450	HAVEN*RONALD	PARTIAL RENT ASST 208-422	20106	330.00
			TOTAL	8,912.38

Page 44 A20300 VAL 03/12/2014 11:05:27

Comty Vend-No Vend-Name ANIMAL CO	NTROL (211-41	1)	Invoice-Numb	Expense-Amount
211-411-522-050 1236 MWI VETERINARY SUPPLY 1236 MWI VETERINARY SUPPLY 12480 STATE OF IL DEPT OF A	′ CO* ′ CO*	LIES 1 CASE FATAL PLUS 211-411 TRANQUILIZERS 211-411 LAB TESTING 211-411	6873130	764.76 134.64 85.00
211-411-522-090 5 ATLAS SUPPLY COMPANY*			156123	322.65
211-411-522-100 17631 TAZEWELL COUNTY HIGHV	GASOLINE NAY*	FEBRUARY FUEL 211-411	81028	1,027.86
211-411-533-160 210 HERM*DR ART	VETERINARIAN	OFFICE SERVICE FEBRUARY SVCS 211-411	210-0314	1,871.17
211-411-533-200 102 AT&T* 222 FRONTIER* 222 FRONTIER* 5411 CENTURYLINK*	TELEPHONE	MO SERVICE 211-411 MO SERVICE 211-411 MO SERVICE 211-411 MO SERVICE 211-411		103.54
211-411-533-202 7311 VERIZON WIRELESS*	CELLULAR TEI	LEPHONE CELL PH/MODEM SVC 211-411	9720977083	138.75
211-411-533-210 70675 ÜNITED STATES POSTAL		FEBRUARY POSTAGE 211-411	70675-0314B	1,319.00
211-411-533-410 85371 GT SERVICES INC*	PUBLICATION	& PRINTING BLANK POST CARDS 211-411	11152	500.04
211-411-533-600 7 AMEREN ILLINOIS* 76 PURITAN SPRINGS WATES 219 ILLINOIS AMERICAN WA' 88949 NOBLE AMERICAS ENERG	GAS, ELECTRI R* FER COMPANY* Y SOLUTIONS*	IC & WATER GAS/ELECTRIC 211-411 WATER SVC 211-411 WATER SVC 211-411 ELECTRIC SVC 211-411	1233147-0314 1081540-0314	22.35 52.11
211-411-533-660 66418 X WASTE INC*	GARBAGE COLI		224483	125.66
211-411-533-700	VEHICLE MAIN	NTENANCE		

Claims Docket Expenditure Accounts Page **45**A20300 VAL
03/12/2014 11:05:27

	Vend-Name ANIMAL CONTROL (211-4-533-700	11)	Invoice-Numb	Expense-Amount
90195	BEST AUTOMOTIVE*	WIPER BLADES 211-411	P056603	21.98
211-411-	533-720 BUILDING &	GROUNDS MAINTENANCE		
9	MARKLEY'S PEST ELIMINATION*	PEST CONTROL FLEAS 211-411	232123	40.00
74	TCRC INC*	FLOOR CARE 211-411	015126	40.00
1257	ANIMAL CONTROL PETTY CASH*	WIRE BRUSHES 211-411	1257-0314	9.57
1257	ANIMAL CONTROL PETTY CASH*	PUTTY KNIVES/2 211-411	1257-0314A	6.98
88160	G & K SERVICES*	OFFICE RUGS 211-411	1018747864	47.21
211-411-	-533-983 SPAY/NEUTER	ASST. PROGRAM		•
94813	SASSMAN*DONNA J	NEUTER DOG 211-411	2834-4	205.50
95331	RESCUED HEART ANIMAL HOSPITAL*	NEUTER DOG 211-411	38817	187.00
211-411-				
99647	TAZEWELL COUNTY VETERINARY MED AS	S FEB SPAY/NEUTER DOG 211-411	FEB14	390.00
			TOTAL:	8,302.25

Page **46**A20300 VAL
03/12/2014 11:05:27

Comty Vend-No Vend-Name HEALTH INTERNAL SERVICE (249-914)	Invoice-Numb	Expense-Amount
249-914-533-101 ADMINISTRATION 80166 TASC-CLIENT INVOICES* ADM/CARD CLAIM FEES 249-914 80166 TASC-CLIENT INVOICES* TRUE UP C JACKSON 249-914 99621 BENEFIT PLANNING CONSULTANTS INC* TPA SRV 1ST QTR 249-914	IN265231 IN266672 BPC100038251	1,769.16 1,225.57 631.20
249-914-533-533 EMPLOYEE LIFE INSURANCE 10764 SYMETRA LIFE INSURANCE COMPANY* EMP LIFE INS 0214 249-914 10764 SYMETRA LIFE INSURANCE COMPANY* EMP LIFE INS 0314 249-914	10764-0314 10764-0314B	2,082.31 2,071.61
249-914-533-534 VOLUNTARY LIFE 10764 SYMETRA LIFE INSURANCE COMPANY* VOL LIFE INS 0214 249-914 10764 SYMETRA LIFE INSURANCE COMPANY* VOL LIFE INS 0314 249-914	10764-0314A 10764-0314C	1,600.00 1,600.00
249-914-533-535 VAD&D 10825 LINA* VOL AD&D 0314 249-914	10825-0314	52.80
249-914-533-611 EMPLOYEE STOP LOSS 96555 STARLINE USA LLC* EMP STOP LOSS 0214 249-914 96555 STARLINE USA LLC* EMP STOP LOSS 0314 249-914	96555-0314 96555-0314D	7,997.99 7,955.22
249-914-533-612 DEPENDENT STOP LOSS 96555 STARLINE USA LLC* DEP STOP LOSS 0214 249-914 96555 STARLINE USA LLC* DEP STOP LOSS 0314 249-914	96555-0314A 96555-0314C	12,238.76 11,892.38
249-914-533-613 AGGREGATE STOP LOSS 96555 STARLINE USA LLC* AGG STOP LOSS 0214 249-914 96555 STARLINE USA LLC* AGG STOP LOSS 0314 249-914	96555-0314B 96555-0314E	715.56 707.52
	TOTAL:	52,540.08

Claims Docket Expenditure Accounts A20300 03/12/2014

Page 47 VAL 11:05:27

Comty

Vend-No Vend-Name SOLID WASTE (254-112)

Invoice-Numb

Expense-Amount

254-112-533-001 50070

MIDLAND DAVIS CORP*

RECYCLING

LANDFILL/HAULING 254-112

190885

300.00

TOTAL:

300.00

Board Recessed at 7:05 p.m. Next Meeting will be held on April 30th, 2014.

I, Christie A. Webb, Clerk of Tazewell County, do hereby certify that the foregoing is a true and complete copy of the Board Minutes at a meeting held in the Justice Center Community Room in the City of Pekin, Illinois on March 26, 2014 at 6:00 p.m. The originals of which are in my custody in my office and that I am the Legal custodian of the same.

In Testimony Whereof, I have hereunto subscribed my hand and affixed the Seal of the said County at my office in Pekin, Illinois this 26th day of March, 2014.