



# TAZEWELL COUNTY BOARD

James Carius Community Room  
Wednesday, June 29, 2022 - 6:00 p.m.

David Zimmerman - Chairman of the Board  
Michael Harris - Vice Chairman of the Board

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
- E. Approve the minutes of the May 27, 2022 County Board Proceedings and the June 04, 2022 Special Called County Board Proceedings
- F. Presentation: Judicial Update
- G. Consent Agenda:

## **Transportation**

- T-22-38 1. Approve Tri-County Regional Planning Commission Agreement – Joint Funding Agreement – Unified Planning Work Program FY23
- T-22-39 2. Approve purchase of new 2021 Ford F-150
- T-22-40 3. Approve purchase of new 2022 Ford F-150

## **Property:**

- P-22-03 4. Approve Farnsworth Group agreement

## **Finance:**

- F-22-16 5. Approve FY23 Budget Parameters
- F-22-14 6. Approve transfer request for Community Development
- F-22-15 7. Approve transfer request for Community Development
- F-22-17 8. Approve transfer request for County Board

**Human Resources:**

- HR-22-12 9. Approve collective bargaining agreement between the Illinois FOP Labor Council and the Chief Judge of the 10<sup>th</sup> Judicial Circuit – Court Services Probation Officers

**Risk Management:**

- RM-22-02 10. Approve worker’s compensation settlement

**Executive:**

- E-22-60 11. Approve IMRF Authorized Agent
- E-22-64 12. Approve Intergovernmental Agreement with Delavan for property maintenance inspections and review

**Appointments and Reappointments**

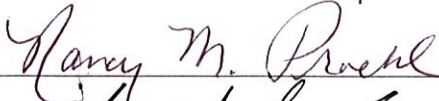
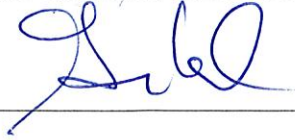


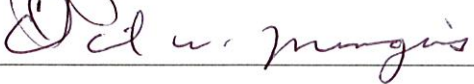
- E-22-59 a. Appointment of Gloria Ranney to the Board of Health
- E-22-61 b. Appointment of Max Schneider to the Human Services Transportation Planning Commission
- E-22-62 c. Appointment of Sierra Smith to the Human Services Transportation Planning Commission
- E-22-63 d. Reappointment of Leonard Johnson to the Spring Bay Fire Protection District
- E-22-65 e. Appointment of Angie Lapsley to the Zoning Board of Appeals

- H. Unfinished Business
- I. New Business
- J. Review of approved bills
- K. Approve the July 2022 Calendar of Meetings
- L. Recess to July 27, 2022

**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.

**THEREFORE BE IT RESOLVED**, that the County Clerk notify the County Board Chairman, County Administrator, Chairman of the Transportation Committee, and County Engineer of this action, and submit *three (4) certified signed originals of the approved resolution to the Regional Engineer's District office of the Illinois Department of Transportation* as notification of this action.

**BE IT FURTHER RESOLVED**, the County Board Chairman or the County Administrator is hereby authorized to sign the Agreement entitled "JOINT FUNDING AGREEMENT – UNIFIED PLANNING WORK PROGRAM FY 2023"; a copy of which is attached hereto and incorporated herein.

PASSED THIS 29th DAY OF JUNE, 2022

ATTEST:

  
County Clerk

  
County Board Chairman -Vice

## JOINT FUNDING AGREEMENT – UNIFIED PLANNING WORK PROGRAM FY 2023

This agreement is hereby entered into by the members of the participating agencies of the metropolitan planning organization (MPO) of the Peoria-Pekin Urbanized Area, recognized under Section 134 of the *Infrastructure Investment and Jobs Act (IIJA)*. It is intended to set forth the procedures and methods agreed upon to ensure sufficient local matching funds enabling the Peoria-Pekin Urbanized Area to receive \$814,199 in Federal Highway Administration and Federal Transit Administration planning funds. The funding requires a 20% local match, requiring a total local match of \$203,550 for Fiscal Year 2023. It is further agreed that the Greater Peoria Mass Transit District provides \$3,800 as a pass-through membership fee for participation in the planning process.

The Federal Planning funds, FTA funds, and local dollars will be utilized for the work and services performed in accordance with the Unified Planning Work Program (UPWP) for Fiscal Year 2023. The work and services and their associated costs as contained in the UPWP were adopted by the Tri-County Regional Planning Commission. If state funds can be utilized to offset local match for FY23, local dollars will be programmed by the Tri-County Regional Planning Commission in a separate work program.

Each participating agency identified herein hereby agrees to pay its entire share to the MPO not later than November 1, 2022. The MPO is hereby designated to deposit local funds into a special bank account. Withdrawals from this account shall be for reimbursement for work accomplished on the appropriate designated work tasks. The MPO shall make a monthly report to the Tri-County Regional Planning Commission accounting for the expenses incurred on the work tasks identified in the UPWP. Federal and State funds shall be requested by and dispersed directly to the MPO in accordance with agreements of the State of Illinois and the Greater Peoria Mass Transit District.

The local money for FY 2023 shall be provided by each of the participating agencies noted herein by the contributing percentage of MFT funds each such agency received in Calendar Year 2021.

Community	2021 MFT Allotment	2021 MFT %	FY2023 Contribution
Peoria County	\$2,163,028	22.30%	\$44,537
Tazewell County	\$1,716,677	17.70%	\$35,346
Woodford County	\$609,932	6.29%	\$12,558
City of Peoria	\$2,522,577	26.00%	\$51,940
City of Pekin	\$747,822	7.71%	\$15,398
City of East Peoria	\$513,302	5.29%	\$10,569
City of West Peoria	\$102,191	1.05%	\$2,104
City of Washington	\$363,361	3.75%	\$7,482
Village of Bartonville	\$141,936	1.46%	\$2,922
Village of Morton	\$356,802	3.68%	\$7,347
Village of Peoria Heights	\$135,026	1.39%	\$2,780
Village of Creve Coeur	\$119,563	1.23%	\$2,462
City of Chillicothe	\$133,732	1.38%	\$2,754
Village of Germantown Hills	\$75,409	0.78%	\$1,553
CityLink	N/A	N/A	\$3,800
<b>TOTAL</b>			<b>\$203,550</b>

Any surplus of local matching money with accumulated interest will remain on deposit in the special bank account managed by the MPO with any excess from previous years and may be used for such purposes and projects as designated by the Tri-County Regional Planning Commission.



This agreement is approved as indicated by signature of an agent of the undersigned participating agency represented on the Tri-County Regional Planning Commission:

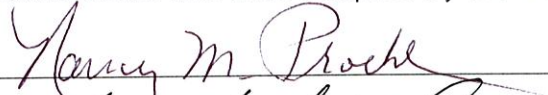


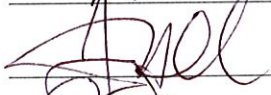
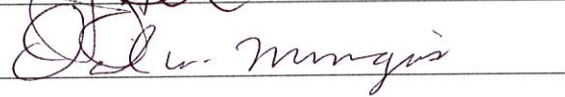
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Creve Coeur	_____	Date	_____
East Peoria	_____	Date	_____
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GPMTD	_____	Date	_____
Morton	_____	Date	_____
Pekin	_____	Date	_____
Peoria	_____	Date	_____
Peoria Heights	_____	Date	_____
Washington	_____	Date	_____
West Peoria	_____	Date	_____
Peoria County	_____	Date	_____
Tazewell County	_____	Date	_____
Woodford County	_____	Date	_____



**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.

**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 Morrow Brothers Ford, Inc., in the amount of \$34,280.00 (w/ trade in of 2012 Ford F150), for a new 2021 Ford F150 4x4 Extended Cab Pickup Truck, to be paid from County Highway Tax Funds, Highway Equipment, Account Number 211-400-5559;

**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.

PASSED THIS 29th DAY OF JUNE, 2022

ATTEST:

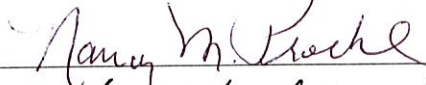



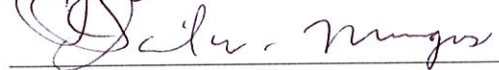
  
 \_\_\_\_\_  
 County Clerk

  
 \_\_\_\_\_  
 County Board Chairman - Vice

**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.

**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 Morrow Brothers Ford, Inc., in the amount of \$32,870.00 (w/ trade in of 2012 Ford F150 and 2016 Ford Transit Connect), for a new 2022 Ford F150 4x4 Crew Cab Pickup Truck, to be paid from County Highway Tax Funds, Highway Equipment, Account Number 211-400-5559;

**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.

PASSED THIS 29th DAY OF JUNE, 2022

ATTEST:

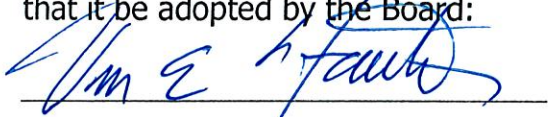
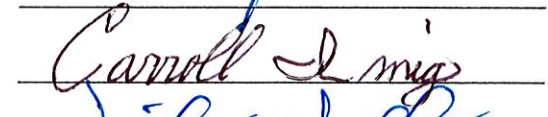
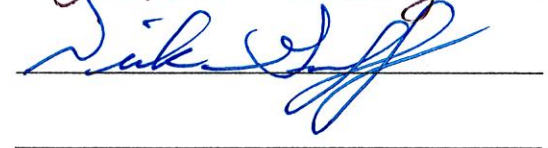
	
County Clerk	County Board Chairman - Vice


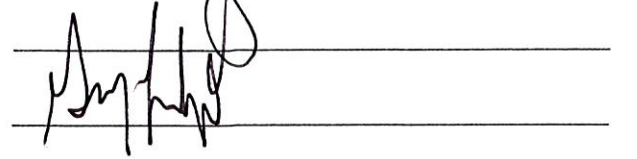
**COMMITTEE REPORT**

P-22-03

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:

  
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**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve the proposal from the Farnsworth Group for a Task Order for providing construction documents for the McKenzie Building windows; and

WHEREAS, this will allow the Farnsworth Group to write specifications for Invitation to Bid; and


WHEREAS, the cost of this Task Order will be \$24,600.

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 Facilities Director and the Auditor of this action.

PASSED THIS 29<sup>TH</sup> DAY of JUNE, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman - Vice





100 Walnut Street, Suite 200  
Peoria, IL 61602  
p 309.689.9888

[www.f-w.com](http://www.f-w.com)

## TASK ORDER NO. 03

### UNDER THE MASTER SERVICES AGREEMENT

MSA (dated 10.30.2019)

This Task Order is effective this 15th day of June in the year 2022, between Farnsworth Group, Inc. ("Farnsworth Group"), and Tazewell County, ("Client"), under the Master Services Agreement ("Agreement") referenced above between Farnsworth Group and Client.

All provisions of the Master Services Agreement are incorporated into and made a part of this Task Order.

By signing this Task Order, Client retains Farnsworth Group to provide services in connection with "Tazewell County Municipal Building" hereinafter referred to as PROJECT.

The scope of Farnsworth Group's services on this Task Order is as follows:

Tazewell County is planning to replace the aluminum storefront and curtainwall assemblies at the McKenzie Building. While the south end of the building has thermally insulated assemblies, the north end of the building typically exhibits a curtainwall system that is single-paned. Further issues include the heat transfer during certain months of the year. Glazing specifications shall follow the recommendation of ASTM glass and glazing standards for building industry, as applicable.

Work will include the following:

- Review of existing documentation, including but not limited to 1961 and 2004 drawings.
- Visit the site to observe existing conditions and take field measurements, as required.
- Coordinate with prior glazing system recommendations.
- Provide Construction Documents for the intent of receiving competitive bids;  
Documents may include the following:
  - Building Plans
  - Building Elevations
  - Glazing System Elevations and Details
  - Front End and Glazing System Specifications
- Assist the County in Bidding/Award
- Construction Administration (including Supplemental Instructions, Submittal Review)

The estimated schedule for Farnsworth Group's services on this Task Order of providing Construction Documents will be approximately 40 calendar days, upon notice to proceed. Once the work is awarded, Farnsworth Group will coordinate with the Contractor through the end of the Project.

Client agrees to compensate Farnsworth Group for providing the above services and expenses on this Task Order as follows:



The total Lump Sum fee for Farnsworth Group's services including estimated expenses on this Task Order is \$24,600.

Farnsworth Group and Client hereby agree to and accept the terms and conditions stated above.

FARNSWORTH GROUP, INC.

TAZEWELL COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Michael J Harris*  
\_\_\_\_\_  
Signature

*Michael Harris*  
\_\_\_\_\_  
Typed Name

*Tazewell County Board Vice Chairman*  
\_\_\_\_\_  
Title

*06-30-22*  
\_\_\_\_\_  
Date

< Primary Farnsworth Group Contact >

< Client Contact >

Bond S. Wagner, AIA, NCARB

Mike Shone

[bwagner@f-w.com](mailto:bwagner@f-w.com)

[MSchone@tazewell.com](mailto:MSchone@tazewell.com)

309.689.9888

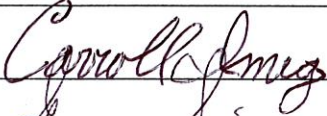
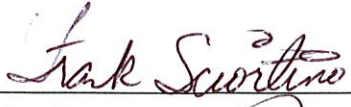
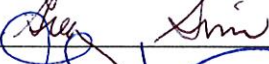
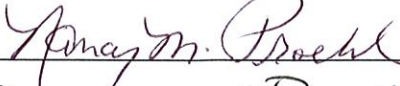

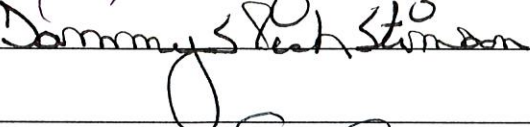
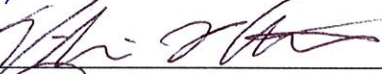
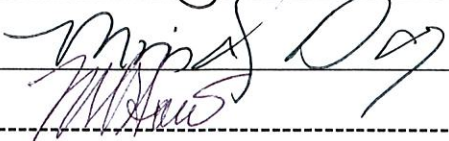

309.478.5663

**COMMITTEE REPORT**

F-22-16

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:

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the planning and developing of the Operating Budget for Tazewell County for FY23; and

WHEREAS, the goal is to achieve a balanced Operating Budget for the General and Special Revenue Funds; and

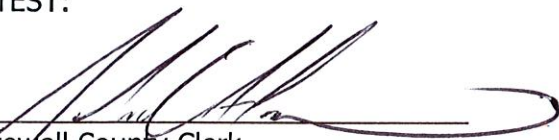
THEREFORE BE IT RESOLVED that the County Board set FY23 budget parameters and process as follows:

- Commodities and contractual expenses may increase up to the extent necessary based on increased inflationary costs
- Elected officials and department heads will have a meeting scheduled with the county administrator and a Finance Committee member appointed by the Finance Committee Chairman to discuss the budget request
- The county administrator, Finance Committee, or Finance Committee member appointee may request additional information/supporting documentation for the need to increase costs
- A recommendation will be made by the county administrator to the Finance Committee
- Special Revenue Funds are asked to submit balanced operating budgets
- It is requested that the Property Committee revise the multi-year capital improvement plan
- Non-union employees will be considered for a general wage increase based upon the recommendation of the HR Committee

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

PASSED THIS 21ST DAY OF JUNE, 2022.

ATTEST:

  
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 Tazewell County Clerk

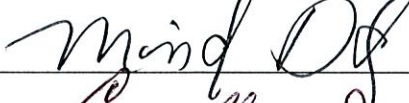
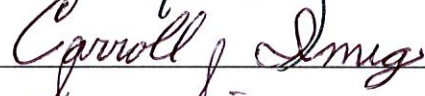

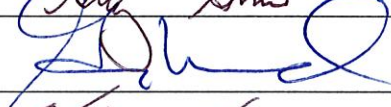
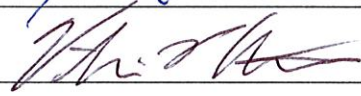
  
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 Tazewell County Board Chairman -Vice

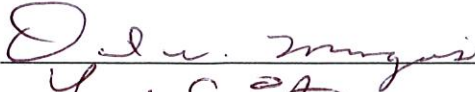

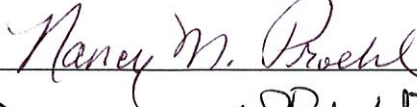

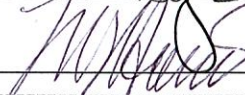
**COMMITTEE REPORT**

F-22-14

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:

  
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**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer at the request of Community Development;

- Transfer \$235 from Technical Supplies Line Item (100-300-5135) to Deposit Refund Line Item (100-300-5614)


WHEREAS, the transfer of funds is needed for an applicant reimbursement for filing fee.

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, Community Development, the Treasurer and the Auditor of this action.

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman -Vice





COUNTY OF TAZEWELL  
COMMUNITY DEVELOPMENT DEPARTMENT

Jaclynn Workman, Administrator

11 South 4<sup>th</sup> Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: [zoning@tazewell-il.gov](mailto:zoning@tazewell-il.gov)



TO: Chairman Graff and Finance Committee

FROM: Jaclynn Workman, Administrator

DATE: June 14<sup>th</sup>, 2022

SUBJECT: Transfer

Following approval of the Land Use Committee on June 14<sup>th</sup>, 2022 to reimburse a Variance filing fee in the amount of \$300.00, case not taken before Zoning Board of Appeals, we will also need to request a transfer of funds from 100-300-5135 to 100-300-5614 in the amount of \$235.

As always our policy has been, if the request does not go through the Zoning Board of Appeals Hearing then the applicant is entitled to be reimbursed for the application filing fee.

Thank you for your consideration. Please feel free to contact me at your convenience if you have further questions.

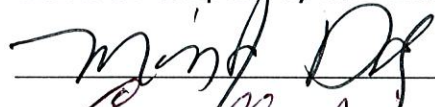

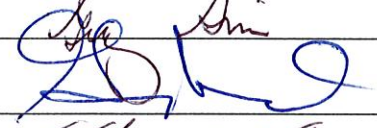
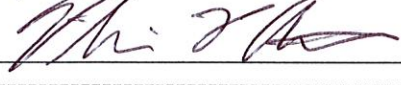
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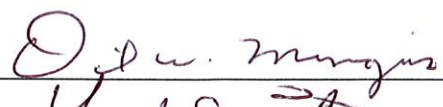
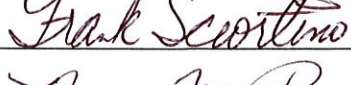
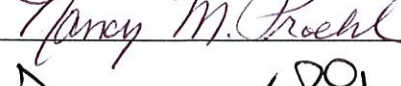
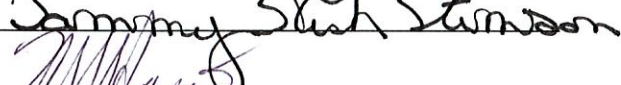
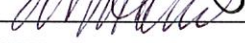
**COMMITTEE REPORT**

F-22-15

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:

  
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**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer at the request of Community Development;

- Transfer \$1,559 from Seed Line Item (100-615-5166) to Field Repairs Line Item (100-615-5163)

WHEREAS, the transfer of funds is needed to cover field maintenance and tile repair for the Tazewell County Farm.

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, Community Development, the Treasurer and the Auditor of this action.

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman - Vice



COUNTY OF TAZEWELL  
COMMUNITY DEVELOPMENT DEPARTMENT



Jaclynn Workman, Administrator  
11 South 4<sup>th</sup> Street, Room 400, Pekin, Illinois 61554  
Phone: (309) 477-2235 / Email: [zoning@tazewell-il.gov](mailto:zoning@tazewell-il.gov)

TO: Chairman Graff and Finance Committee

FROM: Jaclynn Workman, Administrator

DATE: June 14<sup>th</sup>, 2022

SUBJECT: Transfer

A transfer will be needed to cover the cost of required field maintenance, tile repair, of the Tazewell County farm. The invoice total was \$4059.00 from Litwiller Farm Drainage, \$1559.00 over the budget amount of \$2500. A transfer of \$1559 from 100-615-5166 (Seed) to 100-615-5163 (Field Maintenance) to cover the additional cost at this time.

Per Mr. Marion, we will be receiving an additional invoice for similar repairs in the range of \$2000-\$3000 from himself. When asked, he stated that this price seems accurate, no inflation of material cost, for the work that was completed. The cost of the anticipated 2022 repairs was not estimated in advance, per Mr. Marion.

Once received, I will provide committee with the additional invoice and request for transfer. Please feel free to contact me at your convenience if you have further questions.

JW

11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554  
Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: [jworkman@tazewell-il.gov](mailto:jworkman@tazewell-il.gov)



**Contractors Invoice**

WORK PERFORMED AT:

TO: Tazewell County Farm

tile repair

Lloyd Marion

DATE  
6-1-22

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Replace 10" tile outlet	
-84' 10" PVC pipe	2536.
10" animal guard	31.
Backhoe work	1200.

Repair 6" clay tile	
Materials	92.
Backhoe work	200.
	<hr/>
	4059.

Thank-you!

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

**RECEIVED**

JUN - 6 2022

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_

in accordance with our  Agreement  Proposal

No. \_\_\_\_\_ Dated \_\_\_\_\_

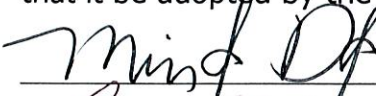
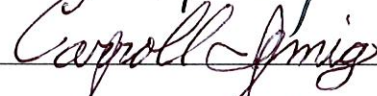



DEPARTMENT OF  
 COMMUNITY DEVELOPMENT



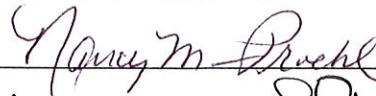
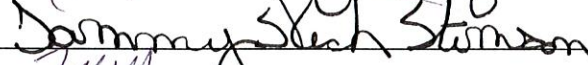
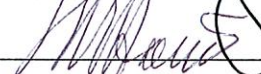
**COMMITTEE REPORT**

F-22-17

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:

  
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 \_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following transfer;

- Transfer \$15,908.82 from County Administrator Salary Line Item (100-600-5032) to Recruitment/Relocation Line Item (100-600-5240)


WHEREAS, the transfer of funds is needed to fund payment for the approved contract with GovHR USA in the recruitment of an Administrator as well as the advertisement for Finance Director.

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 Treasurer and the Auditor of this action.

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

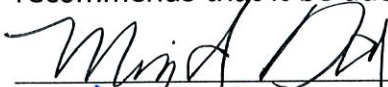
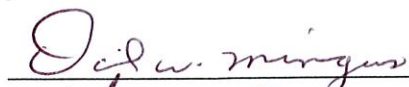



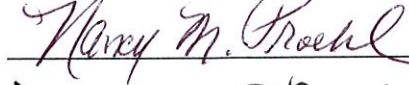


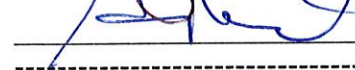
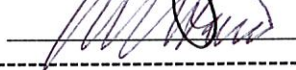
  
 \_\_\_\_\_  
 Tazewell County Board Chairman -Vice



**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:

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a three (3) year collective bargaining agreement; and


WHEREAS, the three (3) year collective bargaining agreement is between the Illinois FOP Labor Council and the Chief Judge of The 10<sup>th</sup> Judicial Circuit County of Tazewell – Court Services Probation Officer.

THEREFORE BE IT RESOLVED by the County Board that the attached collective bargaining agreement be approved contingent on approval of the Chief Judge for the 10<sup>th</sup> Judicial Circuit.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of Court Services, the Auditor and Payroll of this action.

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman -Vice

**Summary of financial terms of this agreement:**

**3 year agreement: December 1, 2021 – November 30, 2024**

**Page #27 Article XIX-Wages**

**Section 19.1-Pay Plan**

December 1, 2021	5.00%
December 1, 2022	3.00%
December 1, 2023	3.00%

Year 1 wage provisions of the agreement shall be retroactive to December 1, 2021 for employees employed on the date of final execution of the agreement. Retroactive compensation will be for all hours worked after December 1, 2021.

**Page #28 Article XIX-Wages**

**Section 19.2-Stipends**

The stipend for armed officers increases from the current \$2500 to \$3500 per year. Armed officers who have already received \$2500 for this year will receive an additional \$1000 upon ratification.

**Page #28 Article XIX-Wages**

**Section 19.3-Longevity Bonus**

Full time employees covered by the Agreement who have completed one year of service are eligible to receive on the first check following their anniversary date an annual bonus of \$75.00 for each year of continuous service, in accordance with Section 11.2 "Seniority", up to 20 years of service, provided they have received at least an overall "Meets Expectation" rating on their most recent evaluation preceding the annual anniversary date. This bonus is not added to the base wages for purposes of calculating wage increases.

**Page #29 Article XXI-Other Pay Provisions**

**Section 21.1-Standby/On Call Pay**

Increases on call pay Monday-Friday from \$19.00 to \$23.00 per day

Increases on call pay on Saturday and Sunday and holidays from \$39.00 to \$45.00 per day

**\*\*\*Eliminates Section 19.2 Merit Component of Pay Plan Administration of the previous contract**

Merit pay was paid to the top 20% of the staff who received the top scores on their performance evaluation. These individuals, which has always been 5 based upon our amount of positions, received a \$500 bonus. This will no longer appear in the contract.

**\*\*\*Page #23 Article XV-Holiday**

**Section 15.1-Paid Holidays**

In the previous contract it listed the specific holidays we took off. We did not add any, it is still a total of 11. This new language gives the Chief Judge the ability to designate the days. The reason we looked at changing this language is because we did not take a couple notable days off. We can continue to take the days we have previously, or we can examine this and change them. Either way, it gives the Chief Judge the authority to do so.

# ILLINOIS FOP LABOR COUNCIL

---

and

## CHIEF JUDGE OF THE 10<sup>TH</sup> JUDICIAL CIRCUIT – COUNTY OF TAZEWELL

Court Services Probation Officers

December 01, 2021 – November 30, 2024

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: [www.fop.org](http://www.fop.org)

24-hour Critical Incident Hot Line: 877-IFOP911



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## PREAMBLE

This Agreement entered into by the Chief Judge for the 10<sup>th</sup> Judicial Circuit County of Tazewell, hereinafter referred to as the Employer, and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, after collective bargaining as required by Public Act 83-1012 (Illinois Public Labor Relation Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

The Parties to this Agreement further acknowledge the following principles:

- (a) The Chief Judge of the Circuit Court may designate an agent in writing for purposes of being the named public Employer for the Circuit Court in matters arising under this contract.
- (b) If the Employer wishes to defend against a demand for arbitration of a grievance because of the precedence of Articles I or VI of the Illinois Constitution or a rule of order of the Supreme Court, such matters shall not proceed until a Circuit Court from another jurisdiction decides if the defense does not apply to the matter. Both Parties reserve the right to appeal the decision.
- (c) If the Employer wishes to defend against an unfair labor practice complaint because of the precedence of Articles I or VI of the Illinois Constitution or a rule of order of the Supreme Court, such matter shall not proceed until a Circuit Court from another jurisdiction decides if the defense does not apply to the matter. Both Parties reserve the right to appeal the decision.
- (d) No provision of this contract, which adversely affects or interferes with the Constitutional or inherent powers of the judiciary or with a rule or order of the Supreme Court may be enforced. The Union retains its full right of appeal through the Court system.
- (e) No provision of this contract may interfere with the supervision or conduct of a lawsuit by a judge. No provision of this contract which interferes with the supervision or conduct of a lawsuit by a judge may be enforced but the suspension of any such provision due to the conduct of a lawsuit by a judge shall not cause loss of wages or economic benefit to the members of the bargaining unit.
- (f) No employee may engage in a strike, work stoppage, work slowdown, or any other activity which interferes with the operation of the Circuit Court.

## **ARTICLE I – RECOGNITION**

### **Section 1.1 – Unit Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, working conditions and other conditions of employment for all full-time and part-time employees in the bargaining unit as identified in the ILRB certification #S-RC-13-020 as follows: All employees in the title of Court Services Probation Officer employed by the Chief Judge of the 10<sup>th</sup> Judicial Circuit working in the Tazewell County Department of Court Services. Excluded from the bargaining unit are all Attorneys, Caseworkers Assistant, Victim Witness Coordinator, Criminal Investigators, Executive Secretary and Supervising Secretaries in the offices of the State's Attorney and Public Defender, Unit A and Unit C employees, and short-term employees, and all other employees of the employer and all supervisors, managerial and confidential employees as defined by the Act. When a new job classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification.

Where other employees were historically excluded but are eligible under the statute and may only appropriately be represented in the unit or where a new classification is instituted the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarifications.

### **Section 1.2 – New Classifications**

In the event the Employer establishes new job classifications with the bargaining unit, the Employer shall assign a pay grade thereto. If the inclusion of a new classification is agreed to by the parties or found appropriate by the State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 5<sup>th</sup> step of the grievance procedure.

The arbitrator shall determine the reasonableness of proposed salary grade in relationship to:

- (a) The job content and responsibilities attached hereto in comparison with the job content and responsibilities of other position classifications in the classification schedule and in the bargaining unit;
- (b) Like positions with similar job content and responsibilities within the public labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision. If the decision of the arbitrator is to increase the pay grade of the classification such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

### **Section 1.3 – Abolition or Merger of Job Classification**

The Employer's determination to abolish or merge existing classifications may be appealed to the 2<sup>nd</sup> Step of the grievance procedure.

### **Section 1.4 – Integrity of the Bargaining Unit**

The Employer recognizes the integrity of the bargaining unit, and will not take any action that may erode it. The Employer shall assign bargaining unit work to bargaining unit employees except as provided in this Agreement.

### **Section 1.5 – Union Exclusivity**

The Employer shall not discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for employees in the bargaining unit. Nor shall the Employer negotiate with employees over their hours, wages and working conditions, except as provided herein.

### **Section 1.6 – Department Heads**

Department Heads and/or exempt employees may continue to perform bargaining unit work that is incidental to their jobs, Department Heads and/or exempt employees may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Department Heads and/or exempt employees shall not cause any layoffs of the bargaining unit employees, or the bargaining unit to be eroded.

### **Section 1.7 – Short-Term Employees**

The Employer may continue to use short-term employees in accordance with past practice. Short-term employees are those who work in two (2) quarters or less, per year and who have no reasonable expectations of being rehired the next year.



Employer agrees not to significantly increase the number of short-term employees in such manner as to avoid hiring permanent personnel or to cause layoffs of existing personnel.

## **ARTICLE II – MANAGEMENT RIGHTS**

### **Section 2.1 – Rights Residing in Management**

Except as amended, changed or modified by this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme court and the Chief Judge, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to:

- (a) The right to hire, promote, demote, transfer, evaluate, allocate, assign, supervise and direct employees;
- (b) Discipline, suspend and discharge for just cause;
- (c) Relieve employees from duty because of lack of work or other legitimate reasons;
- (d) Determine the size and composition of the work force;
- (e) Make and enforce reasonable rules of conduct and regulations;
- (f) Determine the departments division and sections and work to be performed therein;
- (g) Determine the number of hours of work and shifts per work week;
- (h) Establish and change work schedules and assignments;
- (i) Introduce new methods of operation;
- (j) Eliminate, contract and relocate or transfer work and maintain efficiency;
- (k) Take whatever action is necessary to carry out its functions in emergency situations.

### **Sections 2.2 – Statutory Obligations**

Nothing in the Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

## **ARTICLE III – UNION RIGHTS**

### **Section 3.1 – Union Activity During Working Hours**

Employees shall, after approval of their supervisor be allowed reasonable time off with pay during working hours to attend meetings covering modifications or supplemental agreements arising during the term of the Agreement, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives or stewards, and if such attendance does not substantially interfere with the Employer's operations.

### **Section 3.2 – Access to Premises by Union Representatives**

The Employer agrees that local representatives and officers and Illinois Fraternal Order of Police Labor Council field representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the Chief Judge, or designee. Such visitation shall be for the reason of the administration of this Agreement and shall not interfere with the normal operations of the particular department.

By mutual agreement with the Employer in emergency situations, Union field representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem of such magnitude that concerted activity is imminent.

### **Section 3.3 – Time Off for Union Activities**

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representative shall give reasonable notice to representative's supervisor of such absence and may be allowed such time off if it does not interfere with the operating needs of the Employer. No more than two (2) local Union representatives at one time may be granted such time off without pay for no more than three (3) days at one time. No individual employee may be granted such time off without pay more than twice per year.

At the employee's option, the employee may elect to use other available paid time off, such as vacation or personal days, (but not sick leave) in lieu of taking the above leave without pay.

### **Section 3.4 – Union Bulletin Boards**

The Employer shall provide bulletin boards in the Old Post Office. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

### **Section 3.5 – Information Provided to Union**

At least twice each year, the Employer through the Office of the County Administrator shall notify the local Union, in writing, of the following personnel transactions involving bargaining unit employees. New hires, promotions bid numbers where such are used, layoffs, reemployment, transfers leaves, returns from leave, suspension, discharge, and termination.

In addition, the Employer shall furnish the Union every ninety (90) days with the current seniority rosters and pre-employment lists, applicable under the seniority provisions of this Agreement.

### **Section 3.6 – Notification of Balances**

Upon request of an employee to the County Clerk, all forms of leaves and personal day balances, including vacation, sick leave, and holidays shall be furnished.

### **Section 3.7 – Union Orientation**

- (a) By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one hour during the term of the contract for the purpose of informing employees of rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a mandatory basis. New hires shall be included in such orientation during the first week of their orientation or training.
- (b) The Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

### **Section 3.8 – Distribution of Union Literature**

During employee's non-working hours, employee shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours. However, the parties recognize that at some work sites a staggered schedule for breaks and meal period or starting and quitting times creates the condition in which some employees are always working while others are not. Where distribution would consequently be disruptive of working

employees it shall normally be carried out while the largest numbers of employees are on rest or meal periods or other non-working time.

### **Section 3.9 – Union Meetings on Premises**

The Director of Court Services, or designee, agrees to make available conference and meeting rooms for Union meetings permitted under this Agreement upon prior notification to the Director of Court Services, or designee, unless to do so would interfere with the operating needs of the Employer or cause additional cost or undue inconvenience to the Employer.

### **Section 3.10 – Rate of Pay**

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

## **ARTICLE IV – SUBCONTRACTING**

### **Section 4.1 – General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform.

However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

### **Section 4.2 – Notice and Discussion**

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a deviation from past practice resulting in layoff of a significant number of bargaining unit employees, the Employer shall first notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

## **ARTICLE V – NON-DISCRIMINATION**

### **Section 5.1 – Prohibition Against Discrimination**

Both the Employer and the Union agrees not to discriminate against any Employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, sexual orientation, or other non-merit factors.

**Section 5.2 – Union Activity**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or by this Agreement, or on account of membership or non-membership or engagement in lawful activities on behalf of the Union.

**Section 5.3 – Equal Employment / Affirmative Action**

The parties recognize the Employer's obligation to comply with applicable federal and state Equal Employment and Affirmative Action Laws.

**Section 5.4 – Enforcement**

Claims under Article V shall be resolved through the appropriate state and/or federal agencies and courts and shall not be processed through the grievance process.

**ARTICLE VI – DUES CHECK OFF / INDEMNIFICATION**

**Section 6.1 – Dues Checkoff**

- (a) Deductions: The County agrees to deduct from the pay of those employees who individually sign a written authorization the following:
  - (1) Union membership dues, initiation fee required as a condition of membership or a representation fee;
  - (2) Union sponsored benefit plans;
  - (3) PEOPLE contributions.
- (b) Remittance. The deductions shall be remitted to the Union along with a list of employees and the amount deducted from each employee.

**Section 6.2 – Indemnification**

- (a) The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any action taken in an effort to discharge such obligation. The Union shall indemnify, defend, and hold harmless the Employer, its Officers, agents, and employees from and against any and all claims, demands, actions, complaints,

suits, or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purposes of complying with this Article or in reliance upon any list, form, notice, certification or assignment furnished pursuant to the provisions hereof.

**Section 6.3 – Deduction Forms**

The Union shall supply the Employer with deduction forms.

**ARTICLE VII – WORK STOPPAGE**

**Section 7.1 – Strike and Lockout Prohibited**

Neither the Union nor any of its officers, agents or bargaining unit 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.

**Section 7.2 – Union Action**

Upon notification by the Employer of the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1, Article VII of this Agreement, the Union shall immediately order such members in writing to return to work. The Union will also provided the Employer with a copy of such order and a reasonable official of the Union shall publicly order such workers to return to work. In the event that a strike or other violation not 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 7.3 – Penalties**

Any or all employees who have been found to have violated any of the provisions of the Article VII may be discharged or otherwise disciplined by the Employer; such discipline may include loss of unearned compensation and, holiday pay. In 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 VIII – PERSONNEL FILES**

### **Section 8.1 – Inspection**

Upon written request by an employee, the Employer shall permit the employee to reasonably inspect the employee's personnel file in as private a manner as possible under the supervision of one management representative. If the employee is involved in a grievance such inspection shall be immediate otherwise, it may be with twenty-four (24) hours of receipt of the employee's written request for inspection provided that the administrative office of the employee's department is open. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file.

### **Section 8.2 – Union Access**

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect that employee's personnel file subject to the procedures contained in Section 1 of this Article.

### **Section 8.3 – Employee Rights**

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

### **Section 8.4 – Review**

Employees shall be allowed to review their personnel file during daytime work hours. Employees shall lose no pay for use of this privilege not to exceed one (1) hour on each occasion.

### **Section 8.5 – Number and Location of Files**

There shall be no more than one (1) personnel file kept on the employee which shall be maintained in the office where the employee works, except that the payroll portion (wages, personal days/comp time, et.) shall be maintained as the official record in the County Clerk's office.

## **ARTICLE IX – DISCIPLINE AND DISCHARGE**

### **Section 9.1 – Definition**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include the following:

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

Employees will be given copies of all reprimands.

All disciplinary action shall be documented and placed in the employee's personnel file.

### **Section 9.2 – Just Cause**

Disciplinary action may be imposed upon an employee only for cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible 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. Where an employee is serving a probationary period the parties agree said employee cannot use the grievance procedure to grieve a discharge. The probationary employee may not grieve an oral reprimand, written reprimand or suspension.

### **Section 9.3 – Manner of Discipline**

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

### **Section 9.4 – Investigatory Interviews**

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Labor Council representation at such interview, provided that a Labor Council Representative shall be available within a reasonable period of time of written notification of the nature of the investigation. If the employee desires such Labor Council representation, no interview shall take place without the presence of a Labor Council representative within such time period. The role of the Labor Council representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. Any statement shall be taken in written or recorded form and copies shall be provided to the employee without charge. This provision does not apply to coaching/counseling or other non-disciplinary matters not covered by this Article.



### **Section 9.5 – Pre-Disciplinary Meeting**

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 local Labor Council 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. The employee shall be given the opportunity to rebut or clarify the reasons for such discipline, either as an individual or with Union representation. If union representation is requested by the employee, the Union representative shall contact the Director or designee within a reasonable period of time to schedule a meeting between the parties.

### **Section 9.6 – Notification and Measure of Disciplinary Action**

- (a) In the event disciplinary action is taken against an employee, other than the issuance of an oral or written reprimand the Employer shall promptly furnish the employee and unless prohibited by the employee to the Union a written clear and concise statement of reasons thereof. The measure of discipline with the statement of reasons may be modified especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.
- (b) Nothing in this Section prevents the Employer from relieving employees from duty in accordance with its practice. The employee shall not lose any wage because of such relief from duty under this subsection.

### **Section 9.7 – Employee Assistance**

Personal Problems, such as drug and alcohol abuse, legal or financial problems, and family emotional upsets can seriously impair an employee's job performance. Tazewell County recognizes alcohol and chemical dependency as diseases which are treatable. No employee with above-mentioned problems will have job security or promotional opportunities jeopardized by a request for help.

## **ARTICLE X – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 10.1 – Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Council 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 10.2 – 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 the Director.

The employee shall make the complaint to the Chief Probation Officer. The Chief Probation Officer will notify the employee of the decision within two working days following the day when the complaint was made. 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 the employee's assigned work task, and complain later.

### **Section 10.3 – Representation**

Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 5 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 employee is entitled to Council representation at each and every step of the grievance procedure upon the employee's 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 10.4 – Subject Matter**

Only one subject matter shall be covered in any one grievance. 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 signature of the grieving employee(s) and the date.

### **Section 10.5 – Time Limitations**

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

The Employers failure to respond within the time limit shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 5. Time limits may be extended by mutual agreement.

### **Section 10.6 – Grievance Processing**

No employee or Council representative shall leave their work assignment to investigate, file or process grievances without first securing permission of the respective supervisor. In the event of a grievance, the employee shall always perform the employee's assigned work task and grieve the complaint later, unless the employee reasonably believes that the assignment endangers the employee's safety. Grievances shall not be investigated during working hours.

### **Section 10.7 – Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Council Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform their assigned work task and file the grievance later.

### **Section 10.8 – Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**Step 1:** The employee and/or Union shall writing raise a grievance with the employee's immediate Supervisor. All parties have the right to be present at the grievance meeting. The employee and/or Union shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented no later than ten (10) working days from the date of the occurrence or facts giving rise to the complaint or the date the employee should have known of the facts or occurrence giving rise to the complaint. The immediate supervisor shall render a written response to the grievance within five (5) working days after the grievance is presented.

**Step 2:** If not resolved in step 1, the written grievance shall be presented by the Union representative to the Director of Court Services within five working days following the receipt of the Employer's answer in step 1. The written grievance shall contain a detailed statement of the grievant's complaint, the section(s) of the Agreement allegedly violated and the relief sought.

The Employer will schedule a meeting with the Union representative within five (5) working days after receipt of the grievance from the Union. The Employer shall then render a decision within five (5) working days of the meeting.

**Step 3:** If not resolved in step 2, the grievance may be submitted by the Union representative in writing to the Office of the County Administrator and the Chief Judge or designee within ten (10) working days after receipt of the step 2 response. The third step representative of the parties will meet at a mutually agreeable time to discuss and attempt to solve the grievance. The Employer shall schedule this meeting with the Union representative within five (5) working days of receipt of the grievance from the Union. The Employer shall give the Union representative a written answer within ten (10) working days of the step 3 meeting.

**Step 4:** If not resolved in Step 3, either party, contingent on the other's agreement, within ten (10) working days after receipt of the step 3 response may petition FMCS for mediation.

**Step 5:** If the dispute is not settled at Step 3, and the parties have not agreed to engage FMCS mediation per Step 4, the matter may be submitted to arbitration within twenty (20) working days after the Employers written decision or the expiration of the five (5) day period if the Employer fails to render a written decision.

Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Council shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Council. The order of striking shall be determined by a coin toss. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of the arbitrator's selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Council 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 Council 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.

Once a determination is made that the matter is arbitral 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 arbitration and the total cost of the hearing room shall be shared equally by the Employer and Council. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and Council from agreeing to use the expedited arbitration procedures of the American Arbitration Association. 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 Council 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 XI – SENIORITY / LAYOFF / RECALL**

### **Section 11.1 – Probation**

The probationary period for all new employees will be twelve (12) months. 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 the employee's most recent date of hire.

### **Section 11.2 – 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 within the Bargaining Unit. Eligibility for benefit accrual shall be based upon the employee's continuous length of service with Tazewell County.

### **Section 11.3 – Loss of Seniority**

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

- (1) Quits;
- (2) Is discharged unless reversed by the grievance procedure;
- (3) Is absent from work three (3) consecutive days without notification to and 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;
- (4) Is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;
- (5) Fails to report for work at the termination of a leave of absence unless such failure is due to illness, injury or other unavoidable cause;

- (6) If an employee on a leave of absence for personal or health reasons accepts other employment without permission;
- (7) If the employee retires from employment;
- (8) If hired from one Department to another.

#### **Section 11.4 – Seniority List**

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees on a current basis.

#### **Section 11.5 – Layoffs**

When the Employer determines that layoffs are necessary, employees shall be given twenty-eight (28) days written notice of such layoff and be laid off in the inverse order of seniority, so long as the employees have relatively equal experience, skill, ability, and qualifications to do the work.

#### **Section 11.6 – Order of Layoffs**

In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.

#### **Section 11.7 – 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 first be recalled by seniority. If no one with recall rights to that job classification accepts the recall, then all others on layoff with recall rights, conditioned upon ability to perform the work available, shall then be recalled by seniority.

Employees who are eligible for recall shall be given ten (10) working 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 the employee's latest mailing address. The employee must notify the Employer within five (5) working days after receipt of the notice whether the employee will accept recall.

## **ARTICLE XII – FILLING OF VACANCIES**

### **Section 12.1 – Definition of a Permanent Vacancy**

For the purpose of this Article a permanent vacancy is created:

- (a) When the Employer determines to increase the work force;
- (b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent;
  - (1) Terminations,
  - (2) Transfers,
  - (3) Promotions,
  - (4) Demotions,
  - (5) Related transactions
- (c) Vacancies filled by bargaining unit employees as a result of voluntary reduction in lieu of layoff, shall be considered permanent vacancies for the purpose of this Article.

### **Section 12.2 – Creating of a Permanent Vacancy**

A permanent vacancy in full-time or part-time positions shall be created by action of the Chief Judge. The Chief Judge will notify the County Board of such vacancy, the pay step and salary assigned to the vacancy and the filling thereof. The vacancy may only be filled subject to available funds. Improper assignment of the position to a particular classification shall be subject to resolution through the Labor-Management Conference Committee or the grievance procedure.

### **Section 12.3 – Posting**

- (a) Permanent vacancies shall be posted for bid of the employees on Union bulletin boards for a period of five (5) working days. Any bargaining unit employees may bid on a position.
- (b) The bid notice shall state the position classification, the shift, and permanent vacancies shall be filled by the application of the provisions of this Article.



### **Section 12.4 – Order of Selection**

Selection for filling of a permanent vacancy shall be from those applicants deemed qualified to perform the duties of the vacant position. If more than one applicant is considered qualified on a relatively equal basis, the following factors shall be considered in making the selection:

- (a) Employment in the Office or Department in which the vacancy exists;
- (b) Employment in another Office of Department of the Employer;
- (c) The seniority of any person in (a) or (b).

### **ARTICLE XIII – HOURS OF WORK / BREAKS / OVERTIME**

#### **Section 13.1 – Week Defined**

The work week consists of 40 hours within a period of seven (7) consecutive days commencing at 12:01 a.m. on Sunday and ending at 12:00 midnight on Saturday. The 40 hour work week for all bargaining unit employees will commence at 12:01 am on December 1, 2014.

- (a) Officers who have completed safety training and been issued equipment (OC, baton, handcuff, and Verbal Judo), shall have the option of working a flex schedule with supervisor approval.
- (b) Armed Officers – Armed Officers shall work a minimum of eight non-traditional shifts per month, of those eight a minimum of two shifts shall be worked on a weekend (Saturday/Sunday), for the purpose of field contacts. Armed officers shall not be required to work a Saturday and Sunday of the same weekend but may choose to do so if they wish.

Work schedules are subject to supervisor approval.

- (c) Unarmed Officers – Unarmed Officers may work evenings, weekends and holidays at the officer's discretion, in order to accommodate offender needs and departmental goals. No Unarmed Officer will be required to work non- traditional hours. Traditional hours are 8:30 a.m. to 5:00 p.m. Monday through Friday. Work schedules are subject to Supervisor approval.
- (d) Safety issues will be addressed in labor-management meetings when requested by either the Employer or the Union.

### **Section 13.2 – Pay Period**

The biweekly straight time pay shall be determined by multiplying 80 hours for those employees working an eight (8) hour day times the hourly rate. The new rates become effective on December 1<sup>st</sup> each year. A pay period is fourteen (14) days beginning 12:01 a.m. on Sunday.

### **Section 13.3 – Hours of Work**

- (a) The starting and quitting time for all Probation Officers shall be consistent with past practice. Changes are subject to negotiation with the Union.
- (b) True time worked is defined as all time considered work time under the Fair Labor Standards Act. The Employer may install a time clock or some similar mechanism that indicates if an employee is in the office. Until such time daily attendance sheets shall be maintained accurately recording time worked by all employees.

It shall be the responsibility of employees to consult with their supervisors to formulate a work schedule containing 40 hours per week. The primary consideration to be made by a supervisor in granting or withholding approval of a schedule shall be whether the schedule allows the officer to meet the officer's obligation to perform their obligations to the Employer in the most efficient and effective way possible. Provided that this primary consideration is met, the supervisor, if requested by the officer shall provide a good business reason for the denial. The officer must present to their supervisor, in writing, a business need to be eligible for a flex schedule. The rejection by the supervisor to approve a flex schedule for a business reason is not grievable. Failure to present a work schedule to the supervisor may be reason to return to a traditional work schedule.

### **Section 13.4 – Break Periods**

A break or rest period of fifteen (15) minutes each may be taken during the morning and during the afternoon of each shift.

### **Section 13.5 – Lunch Periods**

In accordance with existing practice, lunchtime shall be a minimum of one-half (1/2) hour and a maximum of one (1) hour, to be taken as scheduled by the Department Head or Chief Judge consistent with past practice. Employees shall not be paid for the lunch period and are free to leave their job site during the lunch hour.

### **Section 13.6 – Overtime Defined**

Overtime is defined as all work in excess of forty (40) hours per week for the employees in this bargaining unit. Overtime must be pre-authorized by a Supervisor except when the situation is beyond the control of the employee.

### **Section 13.7 – Overtime Procedure**

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed and within, a work unit is mutually agreed to between the parties. It shall be distributed on a rotating basis among such employees having the least number of overtime hours being given first opportunity if all employees in an equalizing group are offered overtime and refuse, prior to forcing an employee to work such assignment, the Employer may assign such overtime to an employee, or employees not in the equalizing group who volunteered for such assignment, provided they are qualified and capable of performing the work.

If all employees available to work the overtime hours decline the opportunity the Employer shall assign the overtime in reverse seniority order to the least senior employee who has not been directed to work the hours until all employees have been required to work, at which time the process shall repeat itself. For the purpose of equalizing the distribution, of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

The Union, upon request, shall have access to the list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee worked.

### **Section 13.8 – Compensatory Time**

Employees in the bargaining unit who work more than (40) hours per week shall earn compensatory time or cash at the rate of one and one-half (1 1/2) hour for each hour worked at the discretion of the Department Head. After twenty (20) hours, comp time or payment in cash shall be at the employee's discretion. Compensatory time off shall be granted by the Employer within the fiscal year the compensatory time was earned upon request by the employee consistent with the operating needs of the Employer. If such compensatory time is not granted or taken during the fiscal year it was earned, it shall be liquidated in cash before the end of the fiscal year in which earned.

## **ARTICLE XIV – VACATIONS**

### **Section 14.1 – Vacation Leave**

Employees shall be entitled to the following vacation leave. Vacations shall be deemed earned in the year previous to the year it is taken. Vacation is accrued and earned according to the following schedule:

- (a) Ten (10) working days after one year of service. Vacation is accrued at the rate of 3.09 hours per pay period for employees working a 40 hour week. An employee may take one (1) of these two (2) weeks after six (6) months of service. An employee whose service is terminated during their original probationary period for any reason shall not be entitled to compensation for vacation leave. An employee who has completed their original probationary period who resigns or is terminated with cause prior to the completion of one (1) year of service shall receive compensation for all vacation accrued.
- (b) Fifteen (15) working days after six years of service. Fifteen working days of vacation is accrued at the rate of 4.620 hours per pay period for employees working a 40 hour work week.
- (c) Twenty (20) working days after eleven years of service. Twenty working days of vacation, is accrued at the rate of 6.154 hours per pay period for employees working a 40 hour work week.

Employees can use vacation as accrued if advance notification is made pursuant to section 4 of Article XIV.

### **Section 14.2 – Vacation Pay**

All vacation leave will be paid at the regular daily rate.

### **Section 14.3 – Working During Vacation**

No employee will be allowed to continue working for the Employer and receive pay for it during their vacation. The allowable vacation leave must be taken by the employee in the year it is credited subject to the operating needs of the Employer. If the Employer is unable to schedule the employee for vacation, the vacation leave may be accumulated for a period of twelve (12) months to a maximum of ten (10) days. Any vacation hours in excess of the permitted carryover that are not used by the end of the fiscal year will be lost to the employee at no compensation.

#### **Section 14.4 – Vacation Requests**

Except for an occasional day which is taken as vacation leave, all employees must submit in writing, to the elected official or Department Head, as the case may be a schedule of desired vacation at least thirty (30) days in advance of the start of such vacation. At least one (1) days notice shall be given for one (1) days leave. The elected official or Department Head, as the case may be shall have the right to alter any schedule if it is deemed to be in the best interest of the Department or Office to do so.

Any employee desiring priority in scheduling of vacation shall submit their desired vacation schedule prior to January 1 of each year. Conflicts in scheduling shall be resolved by seniority. No employee shall have priority in scheduling for more than ten (10) days vacation regardless of seniority.

### **ARTICLE XV – HOLIDAYS**

#### **Section 15.1 – Paid Holidays**

Employees shall receive a minimum of eleven (11) paid holidays. Subject to the administrative authority of the Illinois Supreme Court, paid holidays shall be those designated by the Chief Judge of the 10<sup>th</sup> Judicial Circuit for Tazewell County.

#### **Section 15.2 – Alternate Days**

When any of the above holidays fall on Saturday, the preceding Friday will be the day off and full pay will be paid for that day. When any of the above holidays fall on Sunday, the following Monday will be the day off and full pay will be paid for that day.

#### **Section 15.3 – Working on Holidays**

Employees required to work on a holiday shall receive an alternate day off to be selected by mutual agreement between the Employer and the immediate Supervisor. The observance of holidays shall not interfere with the operation of the judicial branch as required by the Illinois Constitution. The Judicial branch may designate alternative holiday(s) as a one for one substitution in lieu of holiday observance.

#### **Section 15.4 – Eligibility**

In order to receive holiday pay, an employee must work the last scheduled day before and the first scheduled day after a holiday unless such employee is absent from work for good cause with the approval of the Chief Judge or Department Head, as the case may be.



## **ARTICLE XVI – SICK LEAVE**

### **Section 16.1 – Purpose**

For the purpose of this Section, "sick leave" may be used for illness, disability or injury of the employee or family member as referenced in Section 2a of this Article. Appointments with doctors, dentists or other recognized practitioners; non-job related injury for which the employee is under a doctor's care, quarantine because of communicable disease in the family of the employee or to cover the first three (3) days absence due to a job related injury.

### **Section 16.2 – Accumulation**

- (a) Bargaining unit employees will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than one-half (1/2) hour increments. Sick time may be used in accordance with The Employee Sick Leave Act (PA 99-0841) for absences due to an illness, injury, or medical appointment of the employee's immediate family as defined in the statute and where the statute applies.
- (b) Sick leave may be accumulated to a maximum of two hundred forty (240) working days (1920 hours).
- (c) Upon retirement, an employee may apply all accrued unused sick leave toward retirement in accordance with PA94-112. The Employer will allow the employee to accumulate up to 156 days sick leave to be used in accordance with this Section only (1248 hours).

### **Section 16.3 – Return to Work**

If an employee is absent from work because of illness, or a non-industrial accident, for more than three (3) days, upon the employee's return to work such employee must present a certificate signed by a licensed physician in order to qualify for sick leave benefits when requested to do so by the Employer.

### **Section 16.4 – Sick Leave Abuse**

For the purposes of the provisions contained in this Article, "Abuse" of sick leave is the utilization of such for reason 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. Continued "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

## **ARTICLE XVII – LEAVES OF ABSENCE**

### **Section 17.1 – Personal Leave**

Effective December 1, 2001, employees with five (5) or less years of service will receive two (2) personal days per year. These days shall be credited on December 1<sup>st</sup> of each year. Employees with more than five (5) years of service shall be entitled to three (3) personal days, credited on December 1<sup>st</sup> of each year. Employees who take personal days in a fiscal year and terminate employment before the end of the fiscal year must repay the Employer. Employees who accrue and use two (2) personal days and terminate employment before June 1<sup>st</sup>, must repay the Employer for one day. Employees who accrue and use three (3) personal days and terminate employment before April 1<sup>st</sup> will repay the Employer two days, or one day if they terminate employment after August 1<sup>st</sup>.

Personal leave days shall be with full pay and may be used by the employee for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies the employee shall request such leave on a form provided by the Employer, processed by the Chief Judge or designee or Department Head, at least two (2) working days in-advance, of the day to be taken.

### **Section 17.2 – Bereavement / Funeral Leave**

The Employer agrees to provide employees leave without loss of pay as a result of the death in the employee's immediate family. For purposes of this Section, "immediate family" is defined as the employee's spouse, child, stepchild who is a legal dependent residing in the household, parent, grandparent, grandchild, brother, and sister. Bereavement / Funeral Leave for the employee's immediate family shall be limited to three (3) days, unless the immediate family member is a spouse, parent, child, grandchild, or stepchild who is a legal dependent residing in the household, then Bereavement / Funeral Leave is limited to five (5) days. Such days will not be charged to vacation or sick leave. If it is necessary that the employee be absent from work for more than the allotted number of days, such employee will not be paid for time in excess of the time allotted. Employees will be allowed to use other accumulated leave or unpaid leave, where appropriate, subject to scheduling needs of the employee's office.

### **Section 17.3 – Prohibition Against Misuse of Leaves**

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay 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 Employer.

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. Any such discharge may be grieved under the provisions of this Agreement.

### **Section 17.4 – Family Medical Leave Act**

The Employer agrees to comply with the terms and conditions of the Family Medical Leave Act as it applies to the employees of this bargaining unit.

## **ARTICLE XVIII – UNPAID LEAVES OF ABSENCE**

### **Section 18.1 – 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 Employer, who must notify the County Administrator and the Payroll Department. Leaves shall not be unreasonably denied and may be granted with the following understanding between the Employer and the employees:

- (a) Whether the position is held open is a determination to be made by the Employer. 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 a leave of absence, other than annual military reserve leave, 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 18.2 – Health Leave**

A health leave may be granted by the Employer to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to the Employer stating the need for such a leave. The length of the leave will be determined by the Employer giving consideration to the physician's recommendation. Absent mutual agreement by the

Employer and the employee, no single health leave in excess of ninety days shall be granted. The maximum period of time a health leave will be granted is for one (1) year (four consecutive ninety day health leaves). The position of the employee shall be held open for that employee during the health leave. Employees returning to work from a health leave must present a written release from their physician.

**Section 18.3 – Education Leave**

An educational leave may be granted by the Employer 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.

**Section 18.4 – Military Leave**

The Employer agrees to abide by state and federal law as currently written and as may be amended from time to time.

**Section 18.5 – Personal Reasons**

A leave of absence may be granted by the Employer to employees who have six (6) months of service for personal reasons serious in nature (i.e. illness in family, marital problems, etc.). The length of the leave will not exceed six (6) months but may be extended an additional six (6) months at the discretion of the Employer for just cause.

**Section 18.6 – Worker’s Compensation**

A leave of absence conforming to applicable state regulations shall be granted by the Employer to employees who have been injured while performing their work assignment for the Employer subject to the provisions of Article XI, Section 3. Employees shall continue to accrue seniority and the County will pay the premium for the employee only for employee health, life and dental insurance while on such leave.

**ARTICLE XIX – WAGES**

**Section 19.1 – Pay Plan**

The following wage increases will take effect for all employees covered under this agreement:

December 1, 2021	5.00%
December 1, 2022	3.00%
December 1, 2023	3.00%

Year 1 wage provisions of this agreement shall be retroactive to December 1, 2021 for employees employed on the date of final execution of this Agreement. Retroactive compensation will be for all hours worked after December 1, 2021.

**Section 19.2 – Stipends**

Effective upon ratification, the Employer will pay a stipend to those employees who are assigned the following duties:

Armed Officer	\$1,000 will be provided to Armed Officers, who received the \$2,500 stipend awarded in CFY 2022, that are employed on the date of final execution of this Agreement \$3,500 annualized stipend each for term CFY 2023 \$3,500 annualized stipend each for term CFY 2024
Stipend	Projects assigned will receive an incremental stipend of \$200 to be paid as a one-time bonus at the completion of a project.

Selection of employee(s) to fill these above positions, and the determination to fill these position(s) or to keep the position(s) vacant shall not be grievable.

These stipends shall not be considered part of the employee's Base Pay but shall be considered for overtime computation only.

**Section 19.3 – Longevity Bonus**

Effective with the fiscal year starting December 1, 2021, full time employees covered by the Agreement who have completed one year of service are eligible to receive on the first paycheck following their anniversary date, an annual bonus of (seventy-five dollars) \$75.00 for each year of continuous service, in accordance with Section 11.2 "Seniority", up to 20 years of service, provided they have received at least an overall "Meets Expectations" rating on their most recent annual evaluation preceding the annual anniversary date. The bonus is not added to the base wages for purposes of calculating wage increases.

**ARTICLE XX – JOB RELATED EXPENSES AND EQUIPMENT**

**Section 20.1 – Mileage Allowance**

If an employee is required to use the employee's personal vehicle for work, the employee will receive a mileage reimbursement as set by the Internal Revenue Service.



### **Section 20.2 – Equipment**

For purposes of this Section, "equipment" includes body armor, belt, holster, ASP baton, handcuffs, flashlight carrying devices for equipment, jacket and cap. Field Supervision Officers shall also be issued a winter jacket and winter stocking cap with appropriate department insignia.

Those armed officers presently not possessing equipment and officers who become armed officers in the future shall be provided equipment by the Employer. Subject to the Officer's rights to use and possession referenced above, such equipment shall remain property of the Employer. When, because of job-related use and reasonable wear and tear, it becomes necessary to replace equipment, the Employer shall do so, subject to reasonable notice from the Officer.

## **ARTICLE XXI – OTHER PAY PROVISIONS**

### **Section 21.1 – Standby / On Call Pay**

- (a) Bargaining unit employees shall be paid standby pay of \$23.00 per day for hours spent on call and standby plus all hours actually worked at the appropriate rate. Current hours now being worked on call and standby are 4:30 p.m. to 8:30 a.m., or 5:00 p.m. to 9:00 a.m., Monday through Friday.
- (b) Bargaining unit employees shall be paid on call and standby pay of \$45.00 per day for hours spent on call and standby for Saturday, Sunday, and holidays plus all hours actually worked at the appropriate rate.
- (c) Standby and/or On Call assignments shall continue to be fairly and equitably distributed.

### **Section 21.2 – Callback Pay**

A callback is defined as an official assignment of work, which does not continuously precede or follow an Officer's regularly scheduled working hours. Employees reporting back with Supervisory approval to a work location to perform work at a specified time shall be compensated for one hour or for actual time worked, whichever is greater. If the employee claims the one hour guarantee, the supervisor retains the discretion to demand that the employee perform an hour's work.

## **ARTICLE XXII – LABOR-MANAGEMENT / SAFETY & HEALTH COMMITTEE**

### **Section 22.1 – Labor Management Conferences**

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. Although an earlier meeting may be scheduled subject to mutual agreement, such meetings shall be scheduled once every thirty (30) days, provided a written agenda is completed and presented, as described herein. A written agenda must be provided no less than within five (5) working days of the scheduled date. It shall contain all matters that the submitting party wishes to discuss and shall specify the contract article, section and page number that is in consideration, if applicable. It shall further provide sufficient detail so as to enable the party receiving it to prepare for a meaningful examination of the subject. The parties anticipate that such meetings shall be about one hour long, shall be held during the workday and shall be attended by no more than three (3) members of the bargaining unit. Providing such conditions are met, no employee shall lose pay for attending the meeting nor shall any employee's benefit accounts be debited for the hour.

Labor management committee meetings requested under the Unit A contract for employees in Court Services shall be combined in a single meeting with the FOP Probation Officers' Unit meetings described in this Section. However, independent meetings may be held should the Employer and the Union President agree.

### **Section 22.2 – Integrity of Grievance Procedure**

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 discussed in detail at labor/management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried out at such meetings.

### **Section 22.3 – Safety Issues**

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor/management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

#### **Section 22.4 – Disabling Equipment Defects**

The Employer recognizes its obligation to provide safe equipment and vehicles to the employees. No employee shall be required to use any equipment that the Employer and the Union mutually agree as defective because of a disabling condition. When an assigned department vehicle has a disabling defect as mutually agreed between the Union and the Employer or is in violation of the law, the employee may notify the employee's supervisor, complete required reports and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

#### **Section 22.5 – Union Rep Attendance**

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 their supervisor in order to remain in pay status. Approval shall not be unreasonably denied. Supervisors shall approve the absence except in emergency situations.

Union members attending such conferences and/or meetings shall be limited to two (2). Travel expenses associated with any labor/management conferences shall be the responsibility of the employee.

Employees who fail to give appropriate notice will be considered unavailable for work or absent without leave and are subject to disciplinary action.

### **ARTICLE XXIII – INSURANCE – PREMIUM CONTRIBUTIONS**

#### **Section 23.1 – Health Insurance**

All bargaining unit employees will be offered the County's group Insurance program at the time of employment. If the employee elects and qualifies, then the current premium amount paid, by the employee for employee coverage shall continue until such time as the total employee-only premium reaches \$350 per month. Should the employee elect dependent coverage, then the current premium amount paid by the employee for dependent coverage shall continue in effect. Any premium increases that exceed \$350 for employee-only and the current rate for dependent coverage will be shared on a 50/50 basis by the employee and the Employer. Employees electing dependent dental insurance will continue to pay 100% of this premium. Employee premium payments will be made through payroll deductions.

#### **Section 23.2 – Life Insurance**

The Employer will pay 100% of the monthly premium for employee's life insurance.

### **Section 23.3 – Enrollment and Eligibility**

Open enrollment for the first year of this Agreement will be permitted thirty (30) days following the date this Agreement is signed at which time all employees will be eligible, provided they give evidence of insurability. Pre-existing conditions may be excluded from coverage at the time of enrollment, pursuant to the standards set forth in the Affordable Health Care Act.

### **Section 23.4 – Insurance Committee**

- (a) **Cost Review:** The County and this bargaining unit agree to participate in an Insurance Committee established County-wide 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 (1) representative from Unit A, Unit B, Unit C, FOP Probation Officers Unit, FOP Corrections Unit, PBLC Deputy's Unit, along with two (2) non-union representatives and four (4) management representatives will be eligible to participate as committee members.

Recommendations may be made with a two-thirds majority of those representatives identified by 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 that 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) **Benefit Denial Review:** 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.

### **Section 23.5 – Retirement Program (IMRF)**

The County will provide each bargaining unit employee as required by statute a retirement program through the Illinois Municipal Retirement Fund for employees who work a minimum of one thousand (1,000) hours per year. The cost of this plan is shared by the employee and the County.

## **ARTICLE XXIV – MISCELLANEOUS POLICIES**

### **Section 24.1 – Personnel Policies**

To the extent that the Tazewell County Employees' Personnel Policies Handbook does not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

### **Section 24.2A – Telephone**

Employees designated by the Employer may be required to make available to the Employer a telephone number of a person where they can be contacted in case of emergencies working overtime or other job related reasons.

### **Section 24.2B – Dress**

Employees shall report to work in a neat and orderly fashion. Uniforms shall not be required to be worn by employees during the term of this Agreement except by mutual agreement.

### **Section 24.2C – Driver's License**

Employees shall obtain and maintain a driver's license appropriate for their related employment use.

### **Section 24.3 – Employee Development and Training**

The Employer and the Union recognize the advantages of training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle the Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such employees work assignments and periodic changes therein, including where available and relevant such work, procedural manuals. The Employer will also schedule employees to attend such approved instruction courses as are available within the State of Illinois at the discretion of the Department Head.

### **Section 24.4 – Temporary Assignment**

Assignments of bargaining unit employees to temporarily do the work of a supervisor shall not be mandatory.

**Section 24.5 – Printing of Agreement**

The Employer shall be responsible for the copying of necessary copies of this Agreement and shall provide the Union ten (10) days opportunity to review the galley proof of the Agreement prior to copying. The cost of copying this Agreement shall be borne by the Employer. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

**Section 24.6 – Parking**

The County Administrator will continue to provide assigned parking at no charge to all employees who use their assigned spaces on work days between 6:00 a.m. and 5:00 p.m. Legitimate days off as defined in the contract, including leaves, sick days, vacations, and car-pooling will not be considered as days of non-use. Employees who are assigned to a parking space in the County parking lot must park in that assigned space when reporting to work.

**ARTICLE XXV – JOB DESCRIPTIONS**

The job descriptions currently in effect for the positions in the bargaining unit are adopted as job descriptions for those positions.

**ARTICLE XXVI – EFFECT OF AGREEMENT**

This Agreement represents the entire agreement between the Employer and the Union. This Agreement shall supersede and cancel all previous agreements, whether written or oral, prior to the date of ratification either established by the Employer or between the Employer, the Union or employees. Any agreement(s) that supplement this Agreement shall not be binding or effective unless reduced to writing and signed by the Employer and the Union. Such supplement(s) shall remain in effect for the term of the Agreement.

**ARTICLE XXVII – RECORDS AND FORMS**

**Section 27.1 – Attendance Records**

The Employer shall maintain accurate, daily attendance records. An employee shall have the right to review the employee's time and pay records on file with the Employer upon reasonable request.



### **Section 27.2 – Notification of Absence**

An employee shall provide advance notice of absence from work unless prevented from doing so by emergency situations. Absence of an employee for three (3) consecutive work days without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

### **Section 27.3 – Records**

All public records of the Employer shall be available for inspection upon written request by the Union, subject to Freedom of Information Act.

### **Section 27.4 – Undated Forms**

No supervisor or other person in a position of authority shall demand or request an employee to sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediately appeal through the grievance procedure.

### **Section 27.5 – Incomplete Forms**

All information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position or condition of employment. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

## **ARTICLE XXVIII – ENTIRE AGREEMENT / SAVINGS CLAUSE**

### **Section 28.1 – Entire Agreement / Waiver**

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either part unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- (1) Any subject matter or matter specifically referred to or covered in this Agreement;  
and

- (2) Subjects or matters that arose as a result of the parties proposals during bargaining but which were not agreed to.

The parties agree that it was intended to amend the contract to reflect a 40 hour work week. The parties have attempted to change all appropriate areas of the contract but should either party determine that an oversight occurred the parties agree to meet immediately to amend the CBA to appropriately reflect a 40 hour work week.

### **Section 28.2 – Savings Clause**

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by a 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 XXIX – TERMINATION**


This Agreement shall be effective as of the 1<sup>st</sup> day of December, 2021 and shall remain in full force and effect until the 30<sup>th</sup> day of November, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not more than one hundred twenty (120) nor less than ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and, until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SIGNATURES

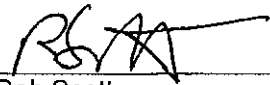
IN WITNESS WHEREOF, the parties hereto have set their hands this 29<sup>th</sup> day of June, 2022, in Pekin, Illinois executing 2 duplicate original copies.

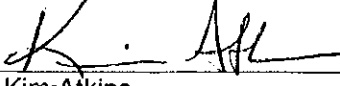
For the Employer:

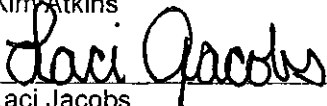
  
\_\_\_\_\_  
Honorable Katherine S. Gorman  
Chief Judge, Tenth Judicial Circuit

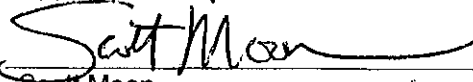
  
\_\_\_\_\_  
John Horan  
Director, Tazewell County Court Services

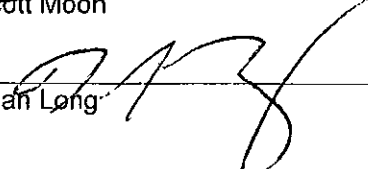
For the Union:

  
\_\_\_\_\_  
Rob Scott  
Illinois FOP Labor Council

  
\_\_\_\_\_  
Kim Atkins

  
\_\_\_\_\_  
Laci Jacobs

  
\_\_\_\_\_  
Scott Moon

  
\_\_\_\_\_  
Brian Long

**DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal Email: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704  
(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.*



**APPENDIX B - GRIEVANCE REPORTING FORM**

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Last

First

M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

FOP Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature \_\_\_\_\_

Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_

Date \_\_\_\_\_

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

FOP Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature \_\_\_\_\_

Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_

Date \_\_\_\_\_

Lodge No. \_\_\_\_\_ Year \_\_\_\_\_ Grievance No. \_\_\_\_\_

---

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

---

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date


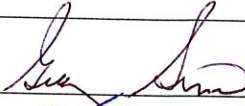
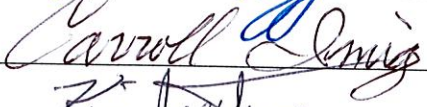
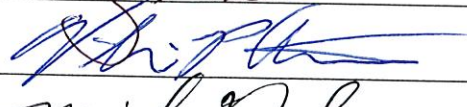
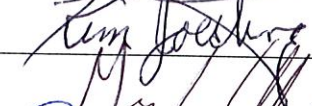

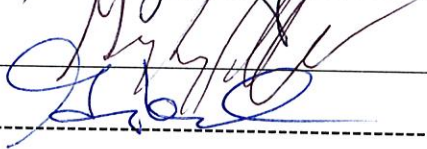

\_\_\_\_\_  
FOP Labor Council Representative



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the worker's compensation settlement case WC-22-02; and

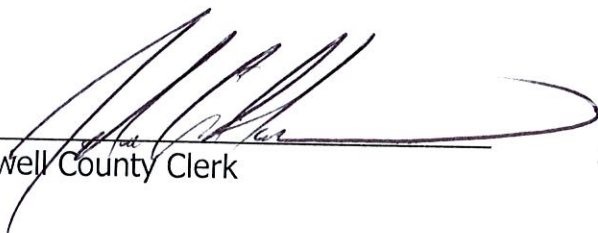
WHEREAS, the County's Worker's Compensation Third Party Administrator has recommended the settlement of WC-22-02 to the Risk Management Committee for an amount not to exceed \$12,864.11.

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-22-02 based upon these terms.

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

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:


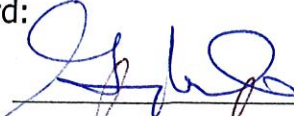


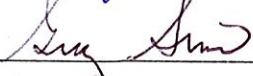

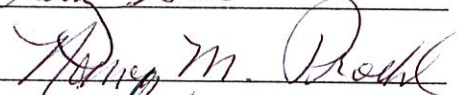

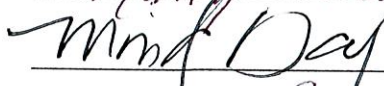

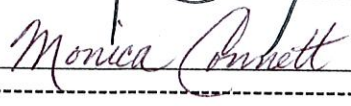
  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman - Vice

**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:

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to appoint Mike Deluhery, Tazewell County Administrator, as Authorized Agent for Illinois Municipal Retirement Fund from Tazewell County (I.D. 37-6002170); and

WHEREAS, this action will place Tazewell County in compliance with Sec. 7-135 of the Illinois Pension Code; and

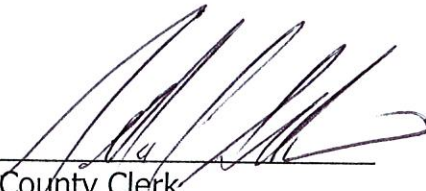
WHEREAS, said Authorized Agent will be entitled to file Petition for Nominations of an Executive Trustee of IMRF and to cast a ballot for election of an Executive Trustee of IMRF; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorize execution of attached IMRF Form 2.20 (Rev. 10/14) "Notice of Appointment of Authorized Agent.

BE IT FURTHER RESOLVED that the County Clerk notify IMRF, Suite 500, 2211 York Road, OakBrook, IL 60523-2337 and the Tazewell County Board Chairman of this action.

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman - Vice



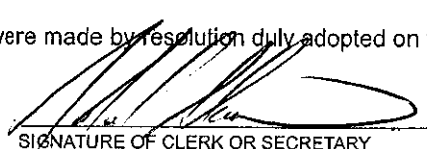


# NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

## INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME Tazewell County		EMPLOYER IMRF I.D. NUMBER 03067	
AUTHORIZED AGENT'S SALUTATION <input type="checkbox"/> Dr. <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	LAST NAME Deluhery	FIRST NAME Mike	MIDDLE INITIAL JR., SR., II, ETC.
TYPE OF GOVERNING BODY County			
DATE APPOINTMENT MADE (MM/DD/YYYY) 06/29/2022	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY) 07/01/2022	POSITION TITLE County Administrator	
Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):			
To file Petition for Nominations of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
To cast a Ballot for Election of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>X</b>			
SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE		DATE (MM/DD/YYYY)	
<b>CERTIFICATION</b>			
I, <u>John Ackerman</u> , do hereby certify that I am <u>Clerk</u>			
NAME of the <u>Tazewell County Board</u>		CLERK OR SECRETARY	
NAME OF EMPLOYER			
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.			
SEAL			
SIGNATURE OF CLERK OR SECRETARY			
<b>BUSINESS ADDRESS</b>			
All correspondence and communications with the Authorized Agent are to be addressed as follows:			
NAME (IF DIFFERENT FROM ABOVE) <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.			
BUSINESS ADDRESS 11 S. 4th Street, Suite 432			
CITY STATE AND ZIP + 4 Pekin, IL 61554			
DAYTIME TELEPHONE NO. (with Area Code) (309) 478-5704		ALTERNATE TELEPHONE NUMBER (with Area Code) (309) 477-2272	
FAX NO. (with Area Code) (309) 477-2273		EMAIL ADDRESS mdeluhery@tazewell-il.gov	

IMRF




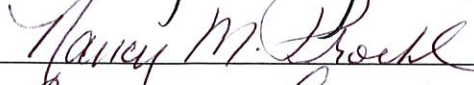

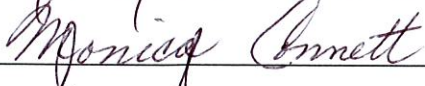
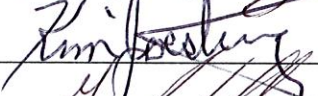

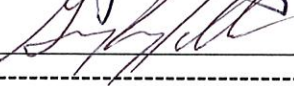
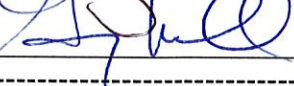
2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289

**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:

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Intergovernmental Agreement with Delavan, Illinois; and

WHEREAS, this renewal agreement between the City of Delavan and Tazewell County is for the provision of services related to providing property maintenance inspections and review.

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

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

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:

  
 Tazewell County Clerk

  
 Tazewell County Board Chairman - Vice

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF DELAVAN AND TAZEWELL COUNTY FOR  
THE PROVISION OF SERVICES RELATED TO PROVIDING PROPERTY  
MAINTENANCE INSPECTIONS AND REVIEWS**

This Agreement is effective as of July \_\_\_\_\_, 2022 (the “Effective Date”), by and between the CITY OF DELAVAN, (the “City”), and TAZEWELL COUNTY (“County”).

**Background**

A. The City desires to hire the County for services related to inspecting properties in violation of the Property Maintenance Code as enforced by the City, and the County desires to provide such services pursuant to the terms of this Agreement.

**Agreement**

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background. The Background paragraphs set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement.

2. Services. The County shall provide services to the City within three (3) working days upon request of such services by the City. It is anticipated that services requested by the City and performed by the County will include but are not limited to:

- (a) Perform inspections of properties that are in violation of the Property Maintenance Code as adopted by the City;
- (b) Create reports of inspections as requested and appear in court as requested to provide testimony.

3. Payment.

(a) Rate. In exchange for the County’s performance of its obligations, the City shall pay the County at the rate of Seventy-five dollars (\$75) per hour worked in the performance of its obligations under this Agreement.

(b) Other Expenses. Except as otherwise provided in this Agreement or as may hereafter be established by an agreement in writing executed by the parties to this Agreement, all expenses incurred by each party in performing their obligations under this Agreement shall be borne by the party incurring the expense.

(c) Invoices. The County shall send the City from time to time a detailed invoice evidencing all reimbursable expenses and the time spent in performing its obligations under this Agreement. The City agrees to pay the County within thirty (30) days of the invoice date for services properly rendered to the City under this Agreement.

4. Employees of the County. Employees of the County performing services under this Agreement shall be and shall remain employees of the County. The County shall be responsible for the withholding of all taxes and similar items on behalf of its employees and the remitting of payments and returns to governmental agencies. The employees of the County performing services under this Agreement shall at no time, for any purpose, be deemed to be an employee of the City and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the City to the City's employees, except as otherwise required by law.

5. Confidentiality. In order to permit the County to perform its obligations under the terms of this Agreement, the City will permit the County to have reasonable access to the City's premises, data, information, records, computers, and other materials necessary to the performance of this Agreement. The County agrees that it will keep confidential and never divulge any of the following information (collectively, the "**Confidential Information**"): (i) knowledge or information not in the public domain which is furnished to it by the City; (ii) knowledge or information of which the County becomes aware as a result of access to the City's premises, data, information, records, computers, and other materials; and (iii) knowledge or information that the County otherwise obtains in the course of performing services under this Agreement. Immediately upon written request of the City or expiration or termination of this Agreement, the County shall return to the City all tangible Confidential Information and all property belonging to the City.

6. Representations and Warranties of the County. The County has full power, and authority to enter into, deliver, and perform this Agreement and to perform the services contemplated herein. The County has duly executed and delivered this Agreement, and this Agreement constitutes the County's valid and binding obligation, enforceable against the County in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights generally now or hereafter in effect, and subject to the availability of equitable remedies. The execution, delivery, and performance of this Agreement by the County and the consummation of the transactions contemplated herein, do not and will not (i) require the consent, approval, authorization, order, filing, registration, or qualification of or with any court, governmental authority, or third person, except that which already has been obtained, (ii) conflict with or result in any violation of or default under any provision of any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise, or license to which the County is a party or (iii) violate any law, ordinance, rule, regulation, judgment, order, or decree applicable to the County.

7. Term.

(a) Initial Term. Unless earlier terminated as otherwise provided in this Agreement, the Term of this Agreement shall be in effect for one (1) year from the Effective Date, and may be renewed by the parties by mutual agreement prior to or at the conclusion of the term hereof.

(b) Termination for Cause. In the event either the City or the County should fail to perform any covenant or obligation as provided herein, the other party shall provide to the defaulting party five (5) days written notice of the default, specifying therein the specific failure to perform. If the default is not cured or corrected within five (5) days of the date of delivery of the notice above provided, the non-defaulting party may terminate this Agreement by serving a Notice of Termination on the other party. From and after delivery of such Notice of Termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

(c) Termination Without Cause. Either party may terminate this Agreement without cause by serving the other party with forty-five (45) days prior written notice of termination. From and after the effective date of such termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

8. Miscellaneous.

(a) Assignment. This Agreement is binding on the parties hereto and shall not be assignable or transferrable by any party hereto without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

(c) Amendment and Waiver. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived, by an instrument in writing executed by all parties hereto.

(d) Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Integrated Agreement. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to the subject matter hereof other than those set forth herein or herein provided for, and/or attached.

(f) Notice. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

County: Tazewell County  
c/o Jaclynn Workman  
McKenzie Building  
11 S. 4<sup>th</sup> St., Ste. 400  
Pekin, IL 61554

City: City of Delavan  
c/o Matt Fick  
219 Locust Street  
P.O. Box 590  
Delavan, IL 61734-0590

(g) Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court.

(h) Indemnification of City. The County shall save and hold the City free, harmless, and indemnified from and against any and all liability, damages, claims, causes of action and responsibility whatsoever arising out of or in any way connected with: (i) performance of the services provided by the County under this Agreement; or (ii) any breach by the County of any of the terms of this Agreement.

(i) Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of the Agreement which are valid.

(j) Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

**CITY OF DELAVAN**

**TAZEWELL COUNTY**

By \_\_\_\_\_  
Elizabeth Skinner  
Mayor

  
\_\_\_\_\_  
~~David Zimmerman~~     *Mike Harris*  
Chairman - Vice





COUNTY OF TAZEWELL  
COMMUNITY DEVELOPMENT DEPARTMENT



Jaclynn Workman, Administrator

11 South 4<sup>th</sup> Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: [zoning@tazewell-il.gov](mailto:zoning@tazewell-il.gov)

TO: Chairman Zimmerman and Executive Committee

FROM: Jaclynn Workman, Administrator

DATE: June 22<sup>nd</sup>, 2022

SUBJECT: Delavan Intergovernmental Agreement

I am providing an updated Intergovernmental Agreement between the County and City of Delavan for the purpose of the Community Development Department providing property maintenance inspection services to the City.

There have been no changes other than names or dates to the agreement approved for 2021. A single inspection was conducted in 2021 and two inspections have been conducted in 2022.

**Change - 2. Services. Increase the response time from twenty-four (24) hours to three (3) working days.**

Please feel free to contact me at your convenience if you have further questions.

JW

11 South Fourth Street ~ McKenzie Building ~ Suite 400 ~ Pekin, Illinois 61554  
Phone: (309) 477-2235 ~ Fax: (309) 477-2358 ~ E-Mail: [jworkman@tazewell-il.gov](mailto:jworkman@tazewell-il.gov)

**APPOINTMENT**


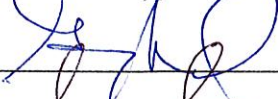
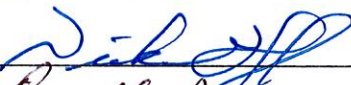
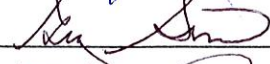

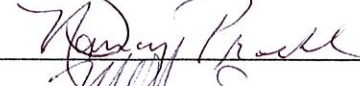
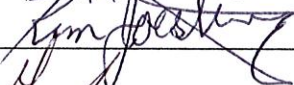

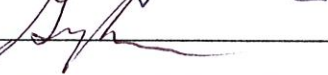
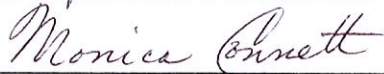
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Gloria Ranney of 3324 Sheridan Road, Pekin, IL to the Tazewell County Board of Health for a term commencing July 01, 2022 and expiring June 30, 2025.

---

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Gloria Ranney to the Tazewell County Board of Health and we recommend said appointment be approved.

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____

---

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Gloria Ranney to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman - Vice



**APPOINTMENT**


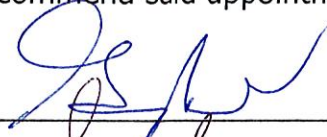
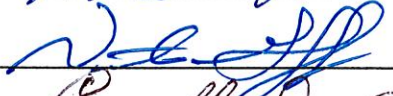


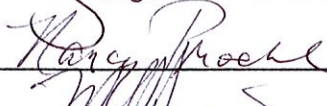
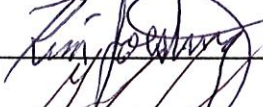
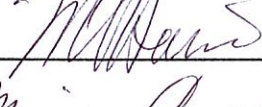


I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Max Schneider of 22021 Allentown Road, Tremont, IL to the Human Services Transportation Planning Commission for a term commencing June 01, 2022 and expiring November 30, 2025.

---

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Max Schneider to the Human Services Transportation Planning Commission and we recommend said appointment be approved.

---

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Max Schneider to the Human Services Transportation Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 29th DAY OF JUNE, 2022.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman - Vice

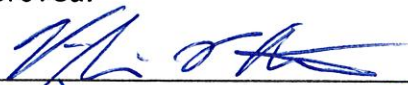
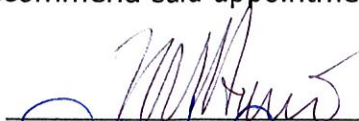

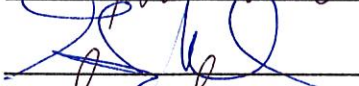

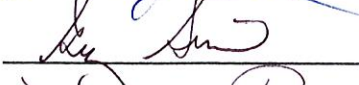
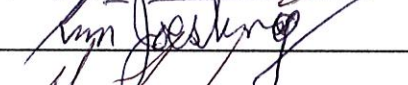
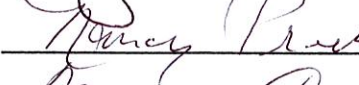
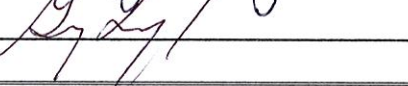
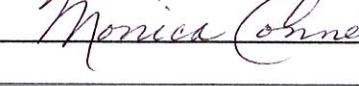
**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Sierra Smith of 117 Whistling Strait, Washington, IL to the Human Services Transportation Planning Commission for a term commencing June 01, 2022 and expiring November 30, 2025.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Sierra Smith to the Human Services Transportation Planning Commission and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Sierra Smith to the Human Services Transportation Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 29th DAY OF JUNE, 2022.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman - Vice

**REAPPOINTMENT**



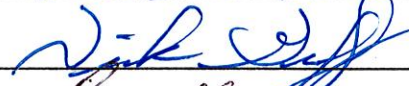


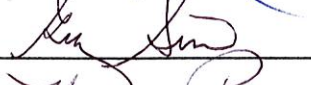

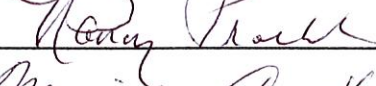
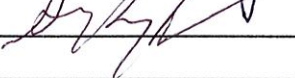
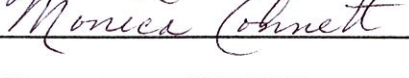
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Leonard Johnson of 200 Ronald Road, East Peoria, IL 61611 to the Spring Bay Fire Protection District for a term commencing May 01, 2022 and expiring April 30, 2025.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Leonard Johnson to the Spring Bay 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 Leonard Johnson to the Spring Bay Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney John T. Brady of this action.

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman - Vice




**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Angie Lapsley of 105 Berry, Green Valley, IL to the Zoning Board of Appeals for a term commencing June 01, 2022 and expiring November 30, 2025.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Angie Lapsley to the Zoning Board of Appeals and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Angie Lapsley to the Zoning Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 29<sup>th</sup> DAY OF JUNE, 2022.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman - Vice